'LONESOME DOVE TOPGUN' SEMEN CONTRACT TERMS AND CONDITIONS

On behalf of William Tapp

Delivery	Delivery: The Supplier will arrange delivery of the Product to the Purchaser's nominated veterinary facility/breeding centre. Collection: The Purchaser may collect the Product from the Supplier's facility.
Semen Collection and Freight Costs	The following party is responsible for all semen collection and freight costs of Product: - Purchaser
Price	Current prices of products available (semen - chilled, frozen etc) are displayed at the top of the Stallion Eminent Equine profile.
Non-Refundable Administration Fee (Eminent Equine Australia)	The purchaser will pay a fixed fee amount of $ 22.00 (incl. GST) prior to the Supplier supplying the Product.
Payment Terms	The Purchaser will pay the Service Fee Price and the Administration Fee in full prior to the Supplier supplying the Product. All funds are either: - Held in Eminent Equine Trust Account - Paid directly to Stallion Owner Release of Funds if held in Eminent Equine Trust Account: - Upon positive 45-day pregnancy scan
Mare Substitution	If the Mare dies or becomes unfit prior to breeding: - A substitute mare may be nominated (subject to Stallion Owner approval) - A new agreement may be required
Breeding Certificates	Breeding certificates will only be issued: - Upon full payment of all fees - Upon receipt of all required breeding and pregnancy documentation.
Collection and Shipment of Chilled Semen	Chilled semen will not be shipped until full payment of both the service and administration fees has been received. The Stallion Owner will ensure semen is of the highest quality at the time of collection and dispatch, but cannot provide any guarantee against, - Damage or contamination during transit, - Loss of viability, or - Delays or errors caused by courier services.

	- The Stallion Owner is not liable for any losses, costs, or damage arising from the above.
Stallion Availability	Any refunds are at the Stallion Owner's discretion. No guarantee is made regarding the future performance or fertility of the Stallion.
Live Foal Guarantee	In the event the resulting foal is stillborn or dies within 48 hours of birth, the Mare Owner will be entitled to a free return breeding during the next immediate breeding season. To claim this guarantee: - The Mare Owner must notify the Stallion Owner within 48 hours of foaling, and - Provide a veterinary certificate within 14 days confirming the foal's death. This guarantee becomes null and void if: - The mare is sold, - The mare dies, or - The mare becomes unfit for breeding.
Rebreed/Refund Terms	Note: All semen collection and shipping fees related to a rebreed are the responsibility of the Mare Owner. If the mare does not achieve a confirmed pregnancy by the conclusion of the breeding season, the Mare owner must provide a veterinary certificate verifying the negative pregnancy result. This certificate must be uploaded to Eminent Equine via the designated platform channels. Upon approval from the Stallion Owner, the remaining service fee, excluding the non-refundable booking and administration fees, will be refunded to the Mare Owner by Eminent Equine as promptly as possible. Where contracts have been paid in full directly to the Stallion Owner, any applicable refund will be processed by the Stallion Owners at their discretion and at their earliest convenience. Eminent Equine Australia is not responsible for, nor liable for delays in any refunds made directly by Stallion Owners.
Embryo Transfer Clause	If multiple foals result: - A new Contract must be submitted, and the full-service fee is payable per additional Embryo upon the positive 45-day pregnancy result.
Additional Embryos	Where multiple embryos are produced from a single ICSI procedure: - The Mare Owner must notify the Stallion Owner within seven (7) days of any additional recipient mare being confirmed 60 days in foal - A separate Breeding Fee applies per embryo

	Each additional Breeding Fee is payable within seven (7) days of 60-day pregnancy confirmation.
Frozen Embryos	Where embryos are frozen: - The Mare Owner is responsible for obtaining all required Frozen Embryo Permits at their own cost. The Mare Owner must notify the Stallion Owner: - Of the number of embryos created within 30 days, and - When any frozen embryo is utilised (regardless of outcome)
Obligations	The Mare Owner agrees that they will: - Be the legal owner (or authorised agent) of the Mare - Notify the Stallion Owner of pregnancy status within 50 days of embryo implantation - Provide accurate breeding and foaling records - Comply with all breed society registration requirements Failure to notify pregnancy status may result in additional administrative fees.
Account and Payment Default	All outstanding amounts are payable upon invoice. The Stallion Owner may withhold: - Breeding certificates - Registration documentation until all amounts are paid in full.

Terms and Conditions

Product: In consideration for the Price, the Supplier agrees to supply the Product to the Purchaser, on these terms and conditions (Agreement).

Price and Payment Terms: The Purchaser agrees to pay the Price according to the Payment Terms for the Product properly provided. The Supplier agrees to provide Product according to the agreed specifications.

Delivery: If the Supplier is responsible for delivering the Product to the Purchaser, the Supplier must deliver the Product by the time agreed between the Parties, and risk in the Product will pass to the Purchaser once the Supplier has delivered the Product to the agreed delivery location. If the Purchaser is responsible for collecting the Product from the Supplier, the Purchaser must collect the Product by the time agreed between the Parties, and risk in the Product will pass to the Purchaser once it has collected the Product from the agreed collection location.

Quality: The Supplier agrees to supply the Product according to industry standards and will implement all reasonable quality control measures to ensure the Product meets the specifications set out in the Schedule. The Supplier agrees to package the Product suitably to avoid loss and maintain viability, including during delivery or collection.

Inspections: The Purchaser reserves the right to have the Product inspected by their veterinarian within 48 hours of receipt. If the Product does not meet the specifications agreed in the Schedule, the Supplier must provide written veterinary certification of the deficiency within 72 hours of receipt. Upon receipt of such certification, the Supplier will, at the Supplier's option, either: (1) provide replacement Product; or (2) refund the Price. The Purchaser's remedies under this clause are the Purchaser's sole remedies for non-conforming Product.

Regulatory approvals: Each party is responsible for obtaining and maintaining all permits, registrations and approvals required for their own activities under this Agreement. The Supplier warrants that the Product complies with all applicable regulations in the jurisdiction of dispatch. The Purchaser warrants that they hold all necessary permits for receiving and using the Product in their jurisdiction. Each party will reasonably assist the other with documentation required for regulatory compliance, but neither party warrants compliance with regulations in the other party's jurisdiction.

Title: Title in the Product remains with the Supplier.

Breeding Certificates: Upon successful pregnancy confirmation, the Supplier agrees to provide all necessary documentation for breed registration purposes to the Purchaser. The Purchaser must provide pregnancy confirmation via veterinary certificate to the Supplier within 14 days of positive pregnancy test. Breeding certificates will only be issued by the Supplier (or their veterinarian) to the Purchaser if both stallion and mare are registered with relevant breed societies.

Intellectual Property: Each party will maintain ownership of any intellectual property they independently create during the duration of this Agreement.

Liability: Each party agrees to perform its obligations under this Agreement with reasonable care and in accordance with industry standards. Neither party is liable for indirect and/or consequential losses. Each party's total liability is limited to the Price paid under this Agreement, except where caused by its negligence. The Purchaser acknowledges that breeding outcomes can involve inherent biological risks that neither party can guarantee and assumes all breeding and pregnancy risks.

Termination: This Agreement can be terminated by either party (the Non-Defaulting Party) with immediate effect if the other party (the Defaulting Party) fails to fulfill a significant obligation under this Agreement. If the Defaulting Party does not correct the breach within 10 business days after receiving written notice from the Non-Defaulting Party, the Non-Defaulting Party has the right to terminate the Agreement immediately.

Confidentiality: Both parties agree not to disclose any confidential or proprietary information obtained during the course of this Agreement.

Assignment: This Agreement is non-transferable without both parties' written consent.

Relationship of Parties: This Agreement is not intended to create a partnership, joint venture, employment or agency relationship between the parties.

Governing Law: This Agreement is governed by the laws of Australia.

Dispute Resolution: In the event of a dispute, the parties will first attempt to resolve the matter through mutual discussion or mediation.

Force Majeure: Neither party will be liable for delays or failures in performance due to events beyond their reasonable control, including but not limited to disease outbreaks, quarantine restrictions, transport failures, or regulatory changes. The affected party must notify the other party within 48 hours and use reasonable efforts to minimise delays.

Amendments: Both parties must sign any changes or modifications to this Agreement in writing.

Precedents: To the extent there is any inconsistency between the terms and conditions and the Special Conditions, the Special Conditions will prevail.