

2024 Order Form -



105 Bellevue Rd. RD 4 Hamilton 3284
New Zealand. office@tropicalgenetics.com

Business Entity:
 Owner Name
 Postal Address
 Phone Mobile.....
 Manager's Name
 Manager Email
 Road Name & No for Delivery
 Dairy supply No.

Email
 Mgr Phone Mgr Mobile
 Herd Size Breed
 Ptpt code Herd code.....
 AB Start DatePeriod of AB (weeks).....

Product Breeds	Tick your option	No. of Straws	Specific Sire Requests
FRIESIAN Sexed	Homozygous Heterozygous		
JERSEY Sexed	Homozygous Heterozygous		
KIWIPOLE Sexed	Homozygous Heterozygous		
BEEF Sexed	Homozygous Heterozygous		

Product Breeds	Tick your option	No. of Straws	Nominated Sire Requests
FRIESIAN Conventional	Homozygous Heterozygous		
JERSEY Conventional	Homozygous Heterozygous		
KIWIPOLE Conventional	Homozygous Heterozygous		
BEEF Conventional	Homozygous Heterozygous		

Total No of Sexed Straws @ \$ per straw = \$

Total No of Conventional Straws @ \$ per straw = \$

CALCULATE

Dispatch and Delivery Fee \$

Special Notes/Instructions

Sub-Total \$

Plus, GST @ 15.0% \$

Total Due \$

50% Due with Order.....

Signed Manager/Agent

Name & contact details.....

AI Technician Contact Details.....

For Electronic Payment: ANZ Bank, Hamilton, New Zealand (SWIFT Code: **ANZBNZ22**) Account No: **06-0103-00811551-00**
 TRG USD Account No: **274807USD00001**

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1. These terms and conditions of sale ('Terms') apply every time you purchase semen from us/TrRG
2. By purchasing semen from us:
 - 2.1. You agree to be bound by these Terms; and
 - 2.2. When you are purchasing semen on behalf of another legal entity (e.g. your employer or principal), you confirm are authorized to agree to these Terms on behalf of that entity and legally bind it.
3. These Terms set out everything agreed between you and us relating to the purchase of semen. Any other terms, conditions, warranties, expressed, implied or written are excluded. We reserve the right to charge overdue fees, interest and collections costs on all accounts not paid by their due date.
4. We will issue an invoice upon delivery of the semen. Payment of the invoice is due in full on the 20th of the month after the date of the invoice ("the due date"). If you fail to pay on the due date, you will be charged, and you agree to pay interest at the rate of 2.5% per month on all overdue amounts from the due date until payment is made in full and an administration fee of US\$25 per month. We reserve the right to charge overdue fees, interest and collections costs on all accounts not paid by their due date.
5. Unless you can establish otherwise through reasonable documentary evidence, the delivery note issued when we dispatch semen to you will be proof that semen of the right quantity and description was delivered in good order to you. This is regardless of whether you were present on site at the time of delivery.
6. The risk of loss of and damage to the goods passes to you at the point of dispatch. We are not liable for any damage to the goods during shipping.
7. If you wish to cancel all or any part of an order at any time before dispatch, you will pay us a cancellation fee of 5% of the value of the amount cancelled.
8. While we make every reasonable effort to supply you with high quality semen promptly, this is subject to availability which we cannot control. Accordingly, we make no warranty as to the description, quality, productiveness, or the results obtained from the uses of the semen or as to our ability to deliver semen to you within a certain timeframe.
9. Our liability on any claim whether in negligence or contract or otherwise, with respect to semen purchases by you, will not exceed the purchase price of the relevant semen. In no event will we be liable for any incidental, consequential or additional costs, loss or damage.
10. You will always indemnify and keep us indemnified against any/all claims, losses, damages, costs, or other expenses of any nature incurred or suffered by us arising out of or in connection with your non-compliance with these Terms.
11. These Terms, and any dispute relating to them, are governed by and must be interpreted in accordance with the laws of New Zealand.
12. In the event of any dispute, controversy, or claim arising out of or in connection with these Terms, including any question regarding its existence, validity, or termination, the parties shall first seek to resolve the dispute through negotiations.
13. If the parties are unable to resolve the dispute through negotiations within 30 days, either party may refer the dispute to mediation. The mediation shall be conducted in accordance with the rules of the New Zealand International Arbitration Centre (NZIAC) or any other recognized mediation service provider agreed upon by the parties. The mediation shall take place in New Zealand, and the language of the mediation shall be English.
14. If the dispute is not resolved through mediation within 60 days of the appointment of a mediator, or if either party refuses to participate in mediation, either party may refer the dispute to arbitration. The arbitration shall be conducted in accordance with the rules of the NZIAC or any other recognized arbitration institution agreed upon by the parties. The arbitration shall take place in New Zealand, and the language of the arbitration shall be English. The arbitral award shall be final and binding upon the parties.
15. Notwithstanding the above, either party may seek injunctive relief or other equitable remedies from any court of competent jurisdiction, without the need to first engage in mediation or arbitration, to protect its intellectual property rights or to enforce the confidentiality obligations under these Terms.
16. Subject to clauses 10(c), 10(d), and 10(e), the Courts of New Zealand shall have exclusive jurisdiction in relation to any dispute connected with these Terms.
17. Any part of these Terms is severable, and if any is held to be illegal or unenforceable for any reason, then such illegality or unenforceability will affect only that portion of these Terms, and the remainder will remain in full force and effect.
18. Intellectual Property rights apply to all our semen products. Contact the TrRG Genetics Program Manager to negotiate an exemption or for written release for specific situations.
19. Otherwise, you agree and acknowledge that you are purchasing semen from us solely for the purpose of artificial insemination to facilitate pregnancies within your own herd and you will make available related milking performance data to TrRG for TrRG use. To this end, no semen or genetic material/information found to be existing in offspring (whether born or unborn) bred using semen supplied by TrRG or two generations of their descendants, is permitted to be provided, or accessed by third parties:
 - 19.1. for use in screening or a study; or
 - 19.2. for use in editing the genome of another animal.
 - 19.3. used to produce semen or embryos without written consent being first obtained from TrRG's Genetics Program Manager.
20. Any offspring from said semen will be subject to clauses 13 and 15, 16, 17 below.
21. If the offspring bred using semen supplied by TrRG or any two-generation descendant of an animal sired by TrRG semen is of interest for breeding you will offer TrRG a first right of refusal to purchase that offspring, at a fair and reasonable market price. TrRG will be under no obligation to purchase the offspring, though, in the event TrRG elects not to purchase, the offspring may be sold, provided it is always a condition of sale that offspring (and any descendants thereof) may only be used as a service bull for natural mating only (i.e. not for the collection of semen nor artificial breeding/artificial insemination) unless a written release is sought and granted – by TrRG's Genetics Program Manager - two generation descendants of this natural service bull are still the intellectual property of TrRG and subject to this agreement.
22. You will ensure that any third-party purchasing offspring (or descendants thereof) bred using semen supplied by us is informed of, and agrees in writing to comply with, clauses 13 to 19.
23. You will always keep accurate records of your dealings with semen supplied by us and with offspring bred using such semen (including when sold and to whom), including records showing that the written release/consent/compliance mentioned in clauses 13, 15 and 16 above was obtained.
24. Should you breach any part of these Terms, all intellectual property created or arising out of, or resulting from, such breach will:
 - 24.1. belong to TrRG.
 - 24.2. be subject to a US\$5 per straw royalty fee to TrRG for all semen sold prior to the discovery of such a breach and continue for the lifetime of such product remains sold and will therefore apply to any descendant of such an animal if created and marketed.
 - 24.3. require all legal costs and costs associated with the breach including the commercial loss to be borne by you; and
 - 24.4. create a royalty free license for TrRG in relation to any Intellectual Property rights obtained or claimed, based on TrRG genetic material/information.
25. These terms and conditions apply no matter by what means you came to control or possess genetic material/information, semen, offspring either supplied or originating from TrRG.

Contact: office@tropicalgenetics.com; Phone +64 7 843 7577

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