

# RSG NEW ZEALAND - TERMS AND CONDITIONS OF SALE AND SERVICE

Effective Date: August 1, 2025

## 1. ACCEPTANCE OF TERMS

These Terms and Conditions of Sale and Service ("Terms") govern all sales and services by Reproduction Specialty Group New Zealand Limited ("RSG NZ," "we," "us," or "our"). By purchasing any products or services from RSG NZ, the client ("Customer," "you," or "your") agrees to be bound by these Terms.

RSG NZ reserves the right to update these Terms at any time. Updated Terms will be posted on our website and effective immediately upon posting.

## 2. PRODUCTS AND SERVICES

RSG NZ provides reproductive technology services and products for ovine, caprine, bovine, swine, and other livestock species, including but not limited to:

- Semen collection, freezing, storage, and distribution
- Embryo collection, freezing, storage, and transfer
- Artificial insemination and reproductive consultation
- Genetic export and import services
- Related breeding products and supplies

All descriptions, specifications, and availability are subject to change without notice.

## 3. BOOKINGS AND SERVICE AVAILABILITY

## 3.1 Bookings

All bookings are subject to availability. Confirmation of a booking is at the sole discretion of RSG NZ.

# 3.2 Minimum Head Requirement

On-farm services require a minimum of 3 head. There is no minimum head requirement at the RSG Centre.

## 3.3 Change on Day of Collection

Any change in number of head (increase or decrease) requires at least 48 hours' notice.

## 4. PRICING AND PAYMENT

## 4.1 Pricing

All prices are subject to change without notice. Prices displayed on our website or in catalogs are valid only at the time of display and may not reflect current pricing.

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## 4.2 Payment Terms

Payment is due at the time of order unless otherwise agreed in writing. Accepted payment methods include bank transfer, credit card, or other approved methods.

#### 4.3 Taxes

Customer is responsible for all applicable taxes, duties, and fees.

#### 4.4 Cancellation Fee

A NZD \$100 cancellation fee applies where required notice is not provided or if service is cancelled after booking confirmation.

## 5. SHIPPING, DELIVERY & STORAGE

## 5.1 Shipping

Products, including genetic materials, will be shipped by appropriate methods, with specialized handling for temperature-sensitive materials.

#### 5.2 Risk of Loss

Risk of loss passes to the Customer upon delivery to the carrier. RSG NZ is not responsible for delays or damages caused by carriers.

# 5.3 Storage

Storage of semen, embryos, and other genetic materials will be subject to applicable RSG NZ storage agreements and fee schedules.

## **6. HEALTH REQUIREMENTS**

All animals presented to RSG NZ must meet the current RSG Health Standards. RSG NZ reserves the right to reject animals that do not meet these standards. Any rejection shall be at the Customer's expense.

## 7. RETURNS AND DEFECTIVE PRODUCTS

Due to the biological nature of most products, returns are not accepted unless defective or damaged upon arrival. Defective products will be replaced or refunded if RSG NZ is notified within 48 hours of delivery.

## 8. WARRANTIES AND DISCLAIMERS

# 8.1 Limited Warranty

RSG NZ warrants that products will conform to specifications at the time of delivery.

## 8.2 Disclaimer

EXCEPT AS EXPRESSLY SET FORTH HEREIN, RSG NZ MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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## 8.3 Biological Material

Customer acknowledges the inherent risk in biological material. RSG NZ does not guarantee conception, pregnancy, or live births.

## 9. LIMITATION OF LIABILITY

RSG NZ's total liability shall not exceed the amount paid by the Customer for the product or service giving rise to the claim. RSG NZ shall not be liable for incidental, consequential, or special damages.

## **10. GOVERNING LAW**

These Terms shall be governed by and construed in accordance with the laws of New Zealand.

## 11. CONTACT INFORMATION

For questions, please contact: RSG New Zealand Limited

# **Veterinary Team**

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# **RSG Main Office**

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