

**REPRODUCTION SPECIALTY GROUP (NZ)**  
**TERMS OF TRADE**

**1. DEFINITIONS**

1.1 In these Terms, unless the context otherwise requires:

“**RSG NZ**” means Reproduction Specialty Group (NZ).

“**RSG NZ Centre**” means any premises belonging to or under the control of RSG NZ in which RSG NZ is to carry out the Services On-Centre.

“**Animal(s)**” means either a Recipient or Donor.

“**Artificial Insemination**” means the artificial insemination of the Animal.

“**Client**” means the person or entity procuring Services from RSG NZ.

“**Customer**” means a customer of the Client that RSG NZ performs the Services for pursuant to this Agreement.

“**Donor(s)**” means the Animal(s) from which embryos and/or semen will be collected, as the case may be.

“**Embryo Collection Service(s)**” means the collection of embryo(s) from Donors.

“**Embryo Freezing Service(s)**” means the freezing of embryos by RSG NZ on behalf of the Client.

“**Embryo Implantation Service(s)**” means the provision of an embryo transfer service by implantation into a Recipient of a fresh or pre-frozen Animal embryo.

“**IVP**” means In Vitro Embryo Production.

“**Mobile Laboratory**” means the RSG NZ mobile laboratory or an alternative mobile laboratory in the event that the location for provision of the Services is at some distance away from an RSG NZ Centre.

“**On-Centre**” means the provision of the Services at an RSG NZ Centre.

“**On-Farm**” means the provision of the Services on the Client’s farm or a farm nominated by the Client (for which the Client has the owner’s consent for the conduct of the Services at such location).

“**Pre-Entry Health Tests**” means all health tests required by RSG NZ to ensure that the Animal meets the Pre-Entry Requirements prior to the Animal being admitted to the RSG NZ Centre to be treated On-Centre.

“**Pre-Entry Requirements**” means all requirements of RSG NZ for Animals entering the RSG NZ Centre

to be treated On-Centre including the Pre-Entry Health Tests as set by RSG NZ from time to time.

“**Product**” means any product supplied by RSG NZ to the Client.

“**Recipient(s)**” means the recipient Animal which will receive the implanted embryo and is intended to nurture such until birth.

“**Sales Confirmation**” means RSG NZ’s confirmation of a Sales Request.

“**Sales Request**” means a request from the Client to RSG NZ for the supply of Products and/or Services.

“**Semen Collection Service(s)**” means the collection of semen from the Animal(s).

“**Semen Processing Charge**” means the charge for processing semen as part of the Semen Collection Service as set by RSG NZ from time to time.

“**Service**” means any services provided by RSG NZ for the Client.

“**Standard Operating Procedures**” means the procedures agreed from time to time between the Client and RSG NZ in respect of the services provided by RSG NZ in accordance with this Agreement.

“**65 Day Scan**” means the scan of Breeding Programme Recipients conducted by RSG NZ at day 65 of pregnancy from which the pregnancy outcome and sex of a calf is determined.

“**Working Day**” means any day (other than Saturday or Sunday) on which registered trading banks are open for business in Hamilton, New Zealand.

“**Terms**” means these Terms of Trade including the Sales Request and the Sales Confirmation.

“**TVR**” means Transvaginal Oocyte Recovery.

**2. AGREEMENT FOR SERVICES**

2.1 Any Sales Request from the Client to RSG NZ for the provision of any Products or Services will be subject to these Terms and all other terms and conditions are expressly excluded unless otherwise agreed in writing. RSG NZ’s agents and representatives have no authority to make any oral representations, statements, warranties, conditions or agreements that conflict with these Terms.

2.2 Upon making a Sales Request, the Client is deemed to have accepted these Terms. A binding contract will be formed between the Client and RSG NZ for the provision of the Products or

Services when RSG NZ provides the Client with a Sales Confirmation.

### 3. ON-FARM SERVICES

3.1 If the Customer requires On-Farm Services from RSG NZ, the Client will:

- (a) provide suitably covered facilities for restraining the Animals and carrying out the Services;
- (b) provide a safe working area in good repair; options being a rotary platform, cow race, head crush, or herringbone shed with a platform;
- (c) ensure that the Animals are in the yards prior to the arrival of the RSG NZ staff carrying out the Services;
- (d) provide additional staff to assist RSG NZ staff in stock handling and recording where requested by RSG NZ;
- (e) ensure that the Client, or the Client's representative is present at all times during the provision of the Services by RSG NZ staff; and
- (f) ensure that all Animals on which the Services are to be carried out have clear and permanent identification.

RSG NZ reserve the right to refuse to perform Services in work areas assessed as unsafe, or to request modifications be made to work areas prior to performing services. RSG NZ can offer assistance in planning and preparing a safe work area.

3.2 Where the Services are to be provided On-Farm, RSG NZ may arrange the use of the Mobile Laboratory. Where RSG NZ uses the Mobile Laboratory, the Client will ensure that there is a suitable and secure location to site the Mobile Laboratory during the provision of the Services.

### 4. ON-CENTRE SERVICES

4.1 Where the Services are to be carried out by RSG NZ On-Centre, the Client will:

- (a) notify RSG NZ whether the Animals will be provided by the Client or whether the Client requires RSG NZ to supply the Animals in order to carry out the Services;
- (b) where the Client is to provide the Animals to RSG NZ for the On-Centre Services, the Client will arrange and pay for the transportation, loading, unloading and handling to and from the RSG NZ Centre. RSG NZ can arrange for

transportation at the Client's request; and

- (c) ensure that all Animals on which the Services are to be carried out have clear and permanent identification.

4.2 Before transporting the Animals to the RSG NZ Centre, the Client will complete all pre-entry forms as required by RSG NZ from time to time in respect of the Animals including without limitation all forms relating to the Pre-Entry Health Tests as part of the Pre-Entry Requirements.

4.3 The Client agrees and acknowledges that RSG NZ's acceptance of the Animals is conditional on the Animals meeting the Pre-Entry Requirements and that RSG NZ may refuse to accept any Animal for any reason.

4.4 All transportation and handling of the Animals will be at the sole risk of the Client. The Client agrees and acknowledges that it has been informed by RSG NZ that RSG NZ does not insure any Animals in its care and that it is the Client's sole responsibility to arrange any such insurance in respect of the Animals.

4.5 The Client irrevocably authorises and appoints RSG NZ its agent in order to obtain any veterinary treatment that RSG NZ deems necessary to care for the Animals while the Animals are resident at an RSG NZ Centre and the Client agrees to pay any veterinary costs occasioned by such care. Except in the event of an emergency, RSG NZ will use reasonable endeavours to consult with the Client before treatment is administered.

4.6 If the Client refuses any treatment for any of the Animals, the Client will remove such Animals from the RSG NZ Centre within the time period specified by RSG NZ having regard to the condition of the Animals. If the Client fails to remove the Animal within the time specified, the Client agrees and acknowledges that RSG NZ may move the Animal from the RSG NZ Centre to another site at the Client's expense.

4.7 If any of the Animals fails any health tests or other health and safety requirements of RSG NZ during the time the Animal is resident at the RSG NZ Centre, the Client will remove the Animal from the RSG NZ Centre within seven days of receipt of a request from RSG NZ. If the Animal is not removed within such time, the Client agrees and acknowledges that RSG NZ may charge a fee for feeding and caring for the Animal, including any veterinary fees and stock medicines and/or may move the Animal from the RSG NZ Centre to another site at the Client's expense.

4.8 Without limiting clause 4.6 or 4.7, where any Animal fails any health or other tests while at the

RSG NZ Centre, the Client agrees and acknowledges that RSG NZ may place such Animal in RSG NZ's isolation unit.

4.9 If the Client supplies RSG NZ with any semen, embryos or any other products or equipment to be used by RSG NZ as part of the On-Centre Services, the Client agrees and acknowledges that:

- (a) RSG NZ does not accept any liability in respect of the use, handling or storage of the semen, embryos, products or equipment; and
- (b) any semen, embryos, equipment or other products supplied to RSG NZ by the Client are at the Client's own risk.

## 5. ARTIFICIAL INSEMINATION

If the Client requires RSG NZ to perform Artificial Insemination in respect of the Animals, the Client will:

- (a) advise RSG NZ prior to the commencement of the Services as to whether the Artificial Insemination is to be carried out by RSG NZ On-Farm or On-Centre;
- (b) unless otherwise arranged in advance with RSG NZ, provide RSG NZ with all semen necessary for RSG NZ to undertake the Artificial Insemination; and
- (c) arrange delivery of the semen to RSG NZ either On-Farm or On-Centre in accordance with the date and time agreed by the parties.

## 6. SEMEN COLLECTION SERVICES

6.1 For Semen collection Services, the Client will:

- (a) advise RSG NZ prior to the commencement of the Services whether the semen collected as part of the Semen Collection Services are to be utilised or shipped fresh or frozen or are to be stored frozen by RSG NZ on behalf of the Client. All stored semen is subject to clause 15.1(c);
- (b) unless otherwise arranged in advance with RSG NZ, provide the Bulls to RSG NZ; and
- (c) arrange delivery of the Bulls to RSG NZ in accordance with the date and time agreed by the parties.

6.2 The Client will arrange to remove the Animal from the RSG NZ Centre within seven days of

being notified by RSG NZ that the semen production target has been met subject to any quarantine requirements that may apply in respect of the Animal.

6.3 If the Animal fails to produce commercially acceptable semen within 30 days of entering the RSG NZ Centre, RSG NZ may cease the provision of Products and Services and request animal pickup by the Client.

## 7. EMBRYO COLLECTION SERVICES

For Embryo Collection Services, the Client shall:

- (a) advise RSG NZ prior to the commencement of the Services whether the embryos collected as part of the Embryo Collection Services are to be implanted fresh, frozen and stored by RSG NZ or shipped by RSG NZ on behalf of the Client. All stored embryos are subject to clause 15.1(c);
- (b) unless otherwise arranged in advance with RSG NZ, provide the Donors to RSG NZ; and
- (c) arrange delivery of the Donors to RSG NZ in accordance with the date and time agreed by the parties.

## 8. SEMEN AND EMBRYO SHIPPING AND EXPORT

8.1 Where the Client requires RSG NZ to ship semen or embryos collected (whether frozen or fresh) on its behalf, the Client will provide RSG NZ:

- (a) with at least 7 Working Days' notice prior to RSG NZ's provision of Semen or Embryo Collection Services where the proposed shipment is to a destination within New Zealand;
- (b) with at least 30 Working Days' notice prior to RSG NZ's provision of Semen or Embryo Collection Services where the proposed shipment is to an international destination; and
- (c) with all details required by RSG NZ to ship semen or embryos including the name and full contact details of the addressee, all insurance details, the delivery destination, and the port of shipping for international deliveries.

8.2 The Client agrees and acknowledges that certain export rules, regulations and protocols apply where the embryos are to be shipped overseas ("Export Protocols") and that the Client is solely responsible for ensuring that the embryos comply with the relevant Export Protocols

(whether the regulations are imposed by New Zealand or the destination country).

8.3 Without limiting clause 8.2, the Client may request that RSG NZ obtain information relating to the relevant Export Protocols on the Client's behalf. In the event that RSG NZ agrees to obtain such information on the Client's behalf, the Client agrees and acknowledges that RSG NZ does not provide any warranty as to the content or accuracy of any information obtained and that the Client will at all times remain responsible for ensuring that the embryos comply with the relevant Export Protocols.

8.4 If required, the Client may request RSG NZ to arrange insurance on its behalf which will be at a rate of 2.25% of the value of the shipment, including freight and other shipping related charges.

## 9. SEMEN AND EMBRYO STORAGE

9.1 Where the Client has requested that RSG NZ store semen or embryos on its behalf, RSG NZ will retain the semen or embryos in storage at an RSG NZ Centre at the Client's expense and risk until such time as the Client advises RSG NZ in writing of its instructions. All stored semen and embryos are subject to clause 15.1(c);

9.2 The Client will be responsible for arranging the removal of unused semen or embryos from the RSG NZ Centre together with any costs incurred by the client as a result of the removal.

## 10. EMBRYO FREEZING

If the Client requires RSG NZ to provide Embryo Freezing Services, the Client will:

(a) advise RSG NZ prior to the provision of the Embryo Collection Services that it requires RSG NZ to provide the Embryo Freezing Services; and

(b) advise RSG NZ as to the Client's preferred location for storage of frozen embryos including whether the preferred location is On-Farm and/or at an RSG NZ Centre.

## 11. EMBRYO TRANSFER SERVICE

11.1 If the Client requires RSG NZ to provide Embryo Transfer Services, the Client will:

(a) advise RSG NZ whether the embryos provided by the Client will be fresh or pre-frozen;

(b) advise RSG NZ of the date range in which the Embryo Transfer Services must be provided;

(c) provide or request that RSG NZ provide a Recipient that is in all respects fit for the purpose for RSG NZ to undertake the Embryo Transfer Services; and

(d) advise RSG NZ prior to the commencement of the Embryo Transfer Services whether the Services are to be carried out by RSG NZ On-Farm or On-Centre.

11.2 The Client may request that RSG NZ provide all Recipients for the Breeding Programmes. Where the Client requests that RSG NZ provide the Recipients for all embryos in the Breeding Programmes, the Client will advise RSG NZ of the number of Recipients the Client anticipates it will require prior to the start of season. RSG NZ agrees that it will provide all Recipients requested of it by the Client.

11.3 The Client may provide Recipients but agrees and acknowledges that RSG NZ may reject (in its RSG NZ absolute discretion) any Recipient provided by the Client to RSG NZ in respect of the Services for any reason whatsoever.

## 12. TVR AND IVP

12.1 If the Client requires TVR and/or IVP the Client will provide all Donors required to carry out the TVR or IVP to RSG NZ unless otherwise arranged in advance with RSG NZ.

12.2 RSG NZ will provide TVR and/or IVP services to the Client in accordance with the specifications agreed with the Client from time to time.

## 13. RECIPIENT AGISTMENT, CALVING MANAGEMENT AND CALF REARING

If the Client requires recipient agistment, calving management and calf rearing, RSG NZ will:

(a) complete a 65 Day Scan of each of the Breeding Programme Recipients and to advise the Client of the pregnancy outcome and determination of calf sex within 5 Working Days of the relevant 65 Day Scan;

(b) provide grazing for all pregnant recipients implanted with embryos through to full term calving. RSG NZ will not induce a recipient to calve without the Client's prior consent which will be provided in accordance with the Standard Operating Procedures;

- (c) provide grazing for all pregnant Third-Party Programme Recipients implanted with embryos through to full term calving for bull calves and/or heifer calves according to the Client's instructions;
- (d) undertake appropriate agistment and calving management of all Recipients retained by RSG NZ. RSG NZ will provide Recipient management, and following calving by those Recipients, calf rearing services to their calves, all in accordance with good farming practices and to the standard required for entry of bull calves to an Artificial Insemination bull farm. Recipient management, calving management and calf rearing regimes will be determined from time to time by consultation between the Client and RSG NZ and will be documented in a Standard Operating Procedure;
- (e) inform the Client of the location of any grazing that is or may be provided by RSG NZ for Recipients and/or calves. The Client reserves the right to restrict which grazing locations RSG NZ may use for Recipients and/or calves in the Breeding Programmes;
- (f) within two Working Days of a request from the Client, inform the Client of the location of all or specific Recipients and/or calves in the Breeding Programmes; and
- (g) rear calves produced by the Recipients through to weaning. RSG NZ will provide appropriate grazing for those calves until the Client arranges for their collection from RSG NZ. Subject to the parties agreeing otherwise, the Client will arrange for the collection of the calves within three months of notification from RSG NZ that they have been weaned.

#### 14. PRICE AND PAYMENT

- 14.1 The price for the Products and/or Services will be those in RSG NZ's price schedule as published from time to time, or as quoted to the Client by RSG NZ. All such prices are exclusive of GST (as defined in the Goods and Services Tax Act 1985).
- 14.2 RSG NZ will provide an invoice to the Client in respect of the Products and/or Animal(s) supplied and/or the Services provided to the Client by RSG NZ.

14.3 Unless otherwise specified in writing by an authorised officer of RSG NZ, the Client will pay any invoice provided to the Client by RSG NZ:

- (a) on the 20th day of the month following the date of invoice for the Products and Services; and
- (b) within 14 days from the date of receipt of notification of the purchase of Animal(s), or on the first business day after such date.

14.4 The Client hereby authorises RSG NZ to conduct all credit checks and searches of the Client, and its financial and business affairs RSG NZ deems necessary. If required by third parties the Client will provide any necessary written authorisations for such credit checks on request by RSG NZ. In relation to the Privacy Act 1993 the Client irrevocably authorises any person or company to provide RSG NZ with such information as it may require in response to its credit enquiries. The Client irrevocably authorises RSG NZ to furnish to any third party the Client's details including its accounts and any subsequent dealings the Client may have had with RSG NZ as a result of an order being actioned by RSG NZ.

14.5 The Client agrees and acknowledges that RSG NZ may vary the fees for the Products and Services from time to time, only due to circumstances beyond RSG NZ's control. RSG NZ will notify the Client of any increase in its fee and the rationale for the change prior to invoicing the Client at the changed fee and providing an amended price schedule.

#### 15. INTEREST AND COSTS ON OVERDUE ACCOUNTS

If the Client fails to pay any monies due to RSG NZ on the due date for payment, RSG NZ reserves the right to:

- (a) charge interest on all overdue amounts at a rate of 1.5% per month calculated on a daily basis, until payment is received in full by RSG NZ but without prejudice to all or any of RSG NZ's rights and remedies under these Terms or at law. Any payments received by RSG NZ will be applied first against such interest; and/or
- (b) suspend or cease the provision of Products or Services; and/or
- (c) destroy or sell any embryos or semen collected from the Donors; and/or
- (d) retain possession of the Donors/Recipients until such time as the Client pays the amount due under these Terms; and/or

- (e) obtain reimbursement from the Client for any legal costs (including all costs between solicitor and client), and debt collection fees and any other costs incurred in the recovery of an overdue debt; and/or
- (f) revoke, without notice, any previously agreed entitlement to any discount; and/or
- (g) refuse to supply any further Products, Animal(s) and/or Services to the Client.

## 16. DELIVERY

- 16.1 Delivery of the Products will be made by RSG NZ to the place specified in the Sales Request. The Client must specify the exact location for delivery in the Sales Request.
- 16.2 Subject to clause 19.1 any time or date for delivery of the Services, and/or Products and/or Animal(s) will be an estimate only and RSG NZ will not be liable for any loss or damage incurred by the Client as a result of delivery being later than the time and date estimated. However, both parties agree that they will make reasonable endeavours to enable the Products and/or Services to be supplied at the time, date and place as was arranged between both parties. In the event that RSG NZ is unable to supply the Products and/or Services as agreed solely due to any action or inaction of the Client then RSG NZ will be entitled to charge a reasonable fee for re-supplying the Products and/or Services at a later time and date.
- 16.3 Risk in the Products and/or Animal(s) will pass from RSG NZ to the Client upon delivery to the Client.

## 17. RETENTION OF TITLE AND PPSA

- 17.1 RSG NZ will retain ownership of and title to all Products until payment has been made by the Client in full. The Client will ensure that all Products are stored in a way that clearly identifies the Products as the property of RSG NZ.
- 17.2 The Client acknowledges that until payment of the Products is made in full it retains possession of the Products and/or Animal(s) solely as bailee for RSG NZ. The Client will hold the proceeds of sale of all Products and/or Animal(s) that have not yet been paid for in trust for RSG NZ.
- 17.3 The Client agrees that RSG NZ, its agents or employees (upon the provision of written notice) may enter onto any premises under the ownership or control of the Client for the purpose of inspecting and/or repossessing any

such Products and/or Animal(s) not paid for in full.

- 17.4 The Client hereby grants RSG NZ a security interest over the Products and Animal(s) (including any offspring from the Animal(s)) to secure the obligations of the Client to RSG NZ under these Terms. The Client acknowledges that these Terms constitutes a security agreement for the purposes of the Personal Property Securities Act 1999 ("PPSA") and the Client will provide RSG NZ with all information required for RSG NZ to register a financing statement pursuant to the PPSA. The Client waives any right to receive a copy of the verification statement pursuant to s148 of the PPSA.

## 18. WARRANTY AND LIABILITY

- 18.1 RSG NZ warrants to the Client that the Services will be performed to acceptable industry standards.
- 18.2 To the extent that the liability of RSG NZ is not otherwise limited or excluded, and to the extent permitted by law, RSG NZ's aggregate liability to the Client whether in tort, contract or otherwise for any loss damage or injury in relation to the Products and/or Service is limited to the price paid by the Client for those Products and/or Services. In such case RSG NZ may, at its option, elect:
- (a) to replace the Product; or
  - (b) repeat the provision of the Services; or
  - (c) provide a refund to the Client for any Products and/or Services.
- 18.3 The Client agrees and acknowledges that RSG NZ may (in its sole discretion) cease TVR on the Client's donor Animal(s) if the animal fails to produce sufficient oocytes following at least three TVR sessions on giving written notice to the Client.
- 18.4 The Client agrees and acknowledges that RSG NZ will not be liable for any Products that are incorrectly stored, maintained, or handled by the Client or that are damaged in transit.
- 18.5 **No Warranty.** The Client agrees and acknowledges that due to the nature of the Services, RSG provides no warranty as to any of the products provided by RSG or to be used by RSG as part of the Services, the fitness for purpose of any of the products or as to any of the results of the Services including without limitation the quality of the Donors, Recipients embryos or semen, the motility of the semen, or the results of Artificial Insemination, TVR or IVP.

- 18.6 The Client will indemnify and hold harmless RSG NZ from any liability arising from the Client on-selling the Products and/or Animal(s) for a business purpose where the Client may, but fails, to exclude the application of the Consumer Guarantees Act 1993 to such transaction.
- 18.7 The Client will quarantine every Animal that is subject to the Services for a period of at least 7 days after the date that the Animal is returned to, or otherwise collected by, the Client.
- 18.8 The Client waives any right or claim that it may have against RSG NZ in relation to the adverse health of any Animal, except as expressly set out in these Terms. Without limitation, the Client acknowledges that RSG NZ will not be responsible or liable to the Client, or any person claiming through the Client, for any adverse health consequences affecting any Animal or other animals as a result of the Client not complying with clause 18.6.
- (c) the parties agree and acknowledge that the provisions of the Sale of Goods Act 1908 will not apply; and
- (d) the parties agree and acknowledge that the United Nations Convention on Contracts for the International Sales of Goods is excluded from these Terms or as between the parties; and
- (e) unless these Terms expressly provide otherwise, to the fullest extent permissible by law all warranties, conditions or other terms implied by law are excluded; and
- (f) for the purposes of this clause the Client acknowledges that it had a reasonable opportunity to review these Terms, discuss them with RSG NZ, and receive advice from its legal advisor if it wished to do so.

19. **CONSUMER GUARANTEES ACT 1993 AND ANY STATUTORY OR COMMON LAW IMPLIED TERMS**

19.1 Nothing in these Terms will restrict, negate, modify or limit any of the Client's rights under the Consumer Guarantees Act 1993 where the Products and Services acquired are of a kind ordinarily acquired for personal, domestic or household use or consumption and the Client is not acquiring the Products and/or Services for the purpose of a business or in trade.

19.2 Despite anything else in these Terms:

- (a) the parties agree and acknowledge that if the Products and/or Services supplied by RSG NZ and acquired by the Client are supplied or acquired in trade within the meaning of the Fair-Trading Act 1986, that sections 9, 12A, and 13 of the Fair Trading Act 1986 will not apply to these Terms or as between the parties, and that it is fair and reasonable to exclude their application; and
- (b) the parties agree and acknowledge that if they are both in trade, and that the Products and/or Services supplied by RSG NZ and acquired by the Client are supplied and acquired in trade, that the provisions of the Consumer Guarantees Act 1993 will not apply to these Terms or as between the parties, and that it is fair and reasonable to exclude their application; and

20. **INTELLECTUAL PROPERTY**

20.1 The Client acknowledges that RSG NZ is the owner and/or licensee of the intellectual property rights in certain products and systems which may be utilised in the provision of the Products and/or Services provided to the Client, and that the Client obtains no rights and/or interest in such intellectual property by virtue of its purchase of the Products and/or Services from RSG NZ.

20.2 This clause will survive termination of the Agreement.

21. **CONFIDENTIALITY**

21.1 Subject to clause 14.4 and 22.2, neither party will disclose the other party's confidential information to any third party without that party's prior written consent.

21.2 This clause will survive termination of the Agreement.

22. **USE OF INFORMATION**

22.1 The Client must notify RSG NZ of any changes in circumstances that may alter the information provided by the Client to RSG NZ.

22.2 The Client agrees and acknowledges that RSG NZ will be entitled to use any information or results obtained from the provision of the Products, Animal(s) and/or Services by RSG NZ for its own records and for statistical and marketing purposes provided RSG NZ ensures that confidentiality is maintained in respect of all personal information relating to the Client.

**23. SUSPENSION OR TERMINATION**

- 23.1 If the Client fails to pay monies due to RSG NZ, commits any act of bankruptcy, has a receiver appointed over its property or being a company does any act, which would render it liable to be wound up, RSG NZ may (without prejudice to any other remedies available to it) suspend or terminate the provision of Products and/or Services to the Client and the proportion of the Price, calculated according to the Products, Animal(s) and/or Services supplied to date, will immediately become due and payable by the Client.
- 23.2 If RSG NZ ceases providing the Products and/or Services, each party will return any of the other party's property that it has in its possession or under its control, within 10 working days of the date of termination as advised by RSG NZ.
- 23.3 In the event that it is impossible to return the other party's property (for example when a calf foetus is owned by one party but the Recipient is owned by the other) the party in possession of the Recipient may, upon consultation with the other party, retain possession of the Recipient and calf until 10 days after the Recipient has given birth to the calf, with the applicable standards of care set out in these Terms to continue to apply until the Recipient or calf is returned to the other party as appropriate.
- 23.4 The ownership of the foetus and resulting calf will not change upon termination, unless the party in possession elects not to retain possession of the Recipient, then ownership of the Recipient will be forfeited to the other party.

**24. FORCE MAJEURE**

RSG NZ will not be liable for any delay or failure in the performance of any of the obligations imposed by these Terms provided that such failure is occasioned by an event beyond the reasonable control and without the fault or negligence of RSG NZ.

**25. VARIATION**

No alteration or variation of these Terms will be binding upon RSG NZ unless authorised by RSG NZ in writing.

**26. DISPUTE RESOLUTION**

In the event of any dispute between the parties in relation to the terms and conditions of these Terms, the parties will first seek to resolve such dispute by giving notice in writing to the other party and in good faith endeavouring to resolve the dispute. If the dispute remains unresolved, the parties will first seek a resolution through the use of mediation or other informal method of resolution before pursuing resolution through the Courts.

**27. NOTICES**

Every notice given under these Terms will be sufficiently given if delivered personally, posted or successfully transmitted by facsimile to the intended recipient at his, her or its last known address or facsimile number.

**28. MISCELLANEOUS**

- 28.1 RSG NZ acknowledges that the Client is not responsible for the On-Farm environment and that the obligation to provide a safe working environment for RSG NZ staff or representatives conducting any of the Services On-Farm will be discussed directly between RSG NZ and the relevant Client.
- 28.2 Where the Services are to be carried out On-Farm, the Client and/or its representatives agree to follow all instructions from RSG NZ staff and representatives.
- 28.3 The Client will not assign or otherwise transfer or encumber its right or obligation under the Agreement except with the prior written consent of RSG NZ.
- 28.4 These Terms constitute the sole understanding of the parties in relation to its subject matter and supersede all prior understandings, written or oral, which will be of no further force or effect.
- 28.5 These Terms will be deemed to be made in New Zealand and will be construed and governed by the laws of New Zealand. The parties submit to the exclusive jurisdiction of the courts of New Zealand.
- 28.6 No waiver of any provision of these Terms will serve as a waiver of any other provision of these Terms and RSG NZ will not have waived or be deemed to have waived any provision of these Terms unless such waiver is in writing and executed by RSG NZ.