

# Winter 2011 Order Form

TAX INVOICE: GST No 69-729-983



## LibertyGenetics

PO Box 24-237, Hamilton 3253  
Email: info@libertygenetics.co.nz

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

Email .....  
 Mgr Phone .....  
 Manager Mobile.....  
 Herd Size /(Predominant breed) .....  
 AB Start Date .....Period of AB (weeks).....

TEAM PRICES per Straw	
1-99 .....	\$8.50
100 plus.....	\$6.00 to 31/5/11
100 plus .....	\$6.75 from 01/6/11
Team LG75x .....	\$35.00
(sexed semen)	
NOMINATED PRICES per Straw	
Dairy & Beef.....	\$8.50 to 31/5/11
Dairy & Beef.....	\$9.00 from 01/6/11
LG75x .....	\$38.00
(sexed semen)	

Product Breeds	Tick your option	No. of Straws	Nominated Bull Requests
FRIESIAN	<input type="checkbox"/> Team <input type="checkbox"/> Nominated		
JERSEY	<input type="checkbox"/> Team <input type="checkbox"/> Nominated		
CROSSBREED	<input type="checkbox"/> Team <input type="checkbox"/> Nominated		
HEREFORD	<input type="checkbox"/> Team <input type="checkbox"/> Nominated		
STABILIZER	<input type="checkbox"/> Team <input type="checkbox"/> Nominated		
LG75x (sexed semen)	<input type="checkbox"/> Team <input type="checkbox"/> Nominated		

(Tick one)

**DIY**

Where would you like your semen dispatched to:

Collect from ABS      Where is your bank located? .....

Despatch to farm      Is your bank being delivered to ABS? .....

Despatch to CRV

Despatch to LIC

**StockMates Technician Services**

- Estimated No. of inseminations? .....
- Technician start date? .....
- Period of Technician service? .....

CALCULATE

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

Total No of Inseminations .....@ \$ ..... per straw = \$ .....

Plus Despatch & Handling Fee (1st Semen Bank) \$ **100.00** .....

Additional Bank Semen Handling Fee .....(No) @ \$100.00 \$ .....

Sub-Total \$ .....

Plus GST @ 15.0% \$ .....

Total Due \$ .....(a)

10% Deposit Due with order (a) x 10% \$ .....(b)

Less Deposit (a) – (b) \$ .....(c)

BALANCE PAID IN TWO EQUAL INSTALMENT of (c) divided by 2 \$ .....

**For Cheques** please date them 20 JUNE & 20 JULY 2011 and return with this order.  
**For Direct Debit** please complete attached authority form and return with this order).  
**For Direct Credit** please pay directly to Liberty Genetics Limited bank a/c 06-0369-0006197-00  
**Before Signing Please Read Terms & Conditions Overleaf**

Signed (purchaser) ..... Dated ..... Agent .....



# LibertyGenetics

## Liberty Genetics Limited

### STANDARD TERMS AND CONDITIONS OF SALE

#### Interpretation

Conditions means the terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between you and us; Contract means the contract for the sale and purchase of the Product including the Conditions and the form overleaf; Product means the goods we are to supply in accordance with these Conditions including processed bull semen for livestock breeding purposes; We and Us means Liberty Genetics Limited, an incorporated company having its registered office at 8th Floor, 430 Victoria Street, Hamilton; Writing includes fax and email communication; and You means the person or organisation whose order for the Product is accepted by us.

**1 Agreement.** We agree to sell and you agree to buy the Product subject to the Contract. No variation to these Conditions shall be binding unless agreed in Writing between our respective authorised representatives. Our employees and agents may not make any representations concerning the Product unless confirmed by us in Writing. You agree that you do not rely on any such unconfirmed representations. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, invoice or other documentation or information issued by us shall be subject to correction without any liability on our the part.

**2 Product.** See overleaf. Supplies of Product are subject to availability. We shall not accept any order submitted by you until confirmed in Writing by our authorised representative. You shall be responsible to ensure the accuracy of the terms of any order submitted by you. No order which has been accepted by us may be cancelled by you except with our agreement in Writing and on terms that you shall indemnify us in full against any loss (including loss of profit), costs, damages, charges and expenses incurred by us as a result of the cancellation.

**3 Price.** The price for the Product is the price quoted overleaf, or where no price is quoted, the price listed in our published price list (if any) current at the date of acceptance of the order. Where the Product is supplied for export from New Zealand, our published export price list (if any) shall apply. Prices quoted do not include GST and are subject to change without prior notice. All prices are given ex our premises, and where we agree to deliver the Product other than at our premises, you are liable to pay our charges for transport, packaging and insurance.

**4 Payment.** Risk, Transfer of Goods to You. You shall pay the price for the Product by the 20th of the month following posting of invoice to you. Interest is payable for late payment from the invoice date at 2.5% per month or part of a month. Property in the Product shall transfer to you on payment of the price. [All Goods dispatched are insured by us for all risks at 3%][You accept the risk of the Product from the time the Product leaves our premises.]

**5 Delivery.** If you fail to take delivery of the Product or fail to give us adequate delivery instructions at the time stated for delivery (other than for any reason beyond your reasonable control or by reason of our fault) and without prejudice to any of our other rights or remedies, we may (a) store the Product until actual delivery and charge you for the reasonable costs (including insurance) of storage; or (b) sell the Product at the best price readily obtainable and after all reasonable deductions account to you for the excess over the price under the Contract or charge you for any shortfall below the price under the Contract; or (c) where the Product cannot be resold, charge you for the price under the Contract.

**6 Our Rights.** Where Prompt Payment Is Not Received Whether or not property in the Product has passed to you, until we have received payment for the Product, we may (a) cancel the Contract or suspend any further deliveries to you, or (b) hold or obtain possession of the Product and sell or resell the Product.

**7 Warranties and Liability.** We warrant to you that we have title to the Product. While we endeavor to ensure the high quality of our Product, we do not undertake as to the quality, fitness or description of the Product. Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by law (including under the Fair Trading Act 1986) are excluded to the fullest extent permissible by law. We shall not be liable to you for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever which arise out of or in connection with the Product, and our entire liability under or in connection with the Contract shall not exceed (at your option) the price of the Product, or replacement of the Product. We shall not be liable to you or deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, our obligations in relation to the Product where such delay or failure was due to any cause beyond our reasonable control.

**8 Intellectual Property.** You agree that you will not (a) sell or otherwise supply any semen or germplasm from offspring of matings using the Product ("offspring"); or (b) dispose of any offspring capable of being used for the collection of semen for sale or supply without our prior written consent. This position is consistent with prevailing industry policy.

**9 Privacy.** Information provided by you to us will be used to fill your order, and may be used by us for our business and marketing purposes. You have the right at any time to request an update or correction of your information or to remove your name for our mailing list (if any).

**10 General.** Any reference to any provision of a statute shall be a reference to that statute as amended from time to time. Headings are for convenience and shall not affect the interpretation of these Conditions. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provision of these Conditions and the remainder of the provision in question shall not be affected. Any dispute arising under or in connection with these Conditions or the sale of the Product shall be referred to arbitration by a single arbitrator appointed by agreement or nominated by the President for the time being of the Waikato Bay of Plenty District Law Society. This Contract is governed by the laws of New Zealand and you agree to submit to the non-exclusive jurisdiction of the New Zealand courts.

SIGNED (PURCHASER)..... DATE .....