

TERMS AND CONDITIONS OF SUPPLY OF GOODS AND/OR SERVICES

YOUR ATTENTION IS DRAWN TO THE PROVISIONS OF THE FOLLOWING CLAUSES HEADED:

- A. APPLICATION OF CONDITIONS AND FORMATION OF CONTRACT**
- B. DESCRIPTION OF GOODS OR SERVICES**
- C. SEMEN DISTRIBUTION SERVICES**
- D. CUSTOMER'S OBLIGATIONS**
- E. TERMINATION**
- F. WARRANTIES**
- G. LIMITATION OF LIABILITY**
- H. AMENDMENT**

1. APPLICATION OF CONDITIONS AND FORMATION OF CONTRACT

1.1 Subject to any variation under Clause 16, the Conditions and, if the Order is for Breeders Club Bull Semen and/or any Breeders Club Bull Service, the Breeders Club Undertakings shall govern the Contract. The Contract shall only be on the Conditions and, if the Order is for Breeders Club Bull Semen and/or any Breeders Club Bull Service, the Breeders Club Undertakings to the exclusion of all other terms and conditions whatsoever including any terms or conditions which the Customer may purport to apply under any purchase order, confirmation of order, specification or otherwise. This Clause 1.1 and Clause 1.2 shall survive termination of the Contract.

1.2 No terms or conditions endorsed on, delivered with or contained in the Order, specification or other document generated by the Customer shall form part of the Contract simply as a result of such document being referred to in the Contract.

1.3 All Orders shall be deemed to be an offer by the Customer to purchase the Goods and/or Services subject to the Conditions and, if the Order is for Breeders Club Bull Semen and/or Breeders Club Bull Services, the Breeders Club Undertakings.

1.4 Acceptance of delivery of the Goods or acceptance of the Services by the Customer shall be deemed conclusive evidence of the Customer's acceptance of the Conditions. The Customer acknowledges that, if it is admitted as a member of the Breeders Club at any time, it shall accept the Breeders Club Undertakings as a condition of such membership. This Clause 1.4 shall survive termination of the Contract.

1.5 No Order shall be deemed to be accepted by the Supplier until an Order Confirmation is issued by the Supplier or if no Order Confirmation is delivered to the Customer, until the Supplier delivers the Goods and/or provides the Services to the Customer.

1.6 No Order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier and on terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of labour), damages, charges and expenses incurred by the Supplier as a result of cancellation. This Clause 1.6 shall survive termination of the Contract.

1.7 The Customer shall ensure that the terms of its Order and any applicable specification are complete and accurate and shall give the Supplier any necessary information in relation to the Goods and/or the Services within sufficient time to enable the Supplier to perform the Contract in accordance with its terms.

1.8 Any quotation by the Supplier is given on the basis that no Contract shall come into existence until the Supplier issues the Order Confirmation to the Customer or (if earlier) delivers the Goods and/or provides the Services to the Customer. Any quotation is valid until for a period of 30

days only from its date, provided that the Supplier has not previously withdrawn it. The acceptance of any quotation by the Customer shall be deemed to be an offer by the Customer subject to the Conditions and, if the quotation concerns Breeders Club Bull Semen and/or Breeders Club Bull Services, the Breeders Club Undertakings.

1.9 The Customer acknowledges that it has not relied on any statement, promise or representation made or given on behalf of the Supplier that is not set out in the Contract. Nothing in this Condition shall limit or exclude the Supplier's liability for fraudulent misrepresentation. This Clause 1.9 shall survive termination of the Contract.

1.10 ANY TYPOGRAPHICAL, CLERICAL, OR OTHER ERROR OR OMISSION, MISDESCRIPTION, OR MISTAKE IN ANY SALES LITERATURE, QUOTATION, PRICE LIST, ORDER CONFIRMATION, INVOICE, OR OTHER DOCUMENT OR INFORMATION ISSUED BY THE SUPPLIER SHALL BE SUBJECT TO CORRECTION WITHOUT ANY LIABILITY ON THE PART OF THE SUPPLIER. NO SUCH ERROR, MISDESCRIPTION, OR MISTAKE SHALL GIVE RISE TO ANY RIGHT OF ACTION, CLAIM, OR ENTITLEMENT TO COMPENSATION OF ANY NATURE WHATSOEVER OR ANY RIGHT OF TERMINATION OR RECISSION. This Clause 1.10 shall survive termination of the Contract.

1.11 Each Contract in respect of each individual Order is individual and separate from any other Contract entered into by the Supplier and the Customer from time to time. This Clause 1.11 shall survive termination of the Contract.

1.12 IF THE CUSTOMER IS OR WAS A MEMBER OF THE BREEDERS CLUB AT ANY TIME, THE CONDITIONS SHALL BE WITHOUT PREJUDICE TO THE PROVISIONS OF THE CONTRACT OF MEMBERSHIP AND WHERE ANY OF THE CONDITIONS OR ANY OTHER PROVISION OF THE CONTRACT IS INCONSISTENT WITH THE PROVISIONS OF THE CONTRACT OF MEMBERSHIP, THE PROVISIONS OF THE CONTRACT OF MEMBERSHIP SHALL PREVAIL. THIS CLAUSE 1.12 SHALL SURVIVE TERMINATION OF THE CONTRACT.

1.13 FOR SO LONG AS THE BREEDERS CLUB CONTINUES, IF THE CUSTOMER SUBMITS AN ORDER FOR BREEDERS CLUB BULL SEMEN OR FOR ANY BREEDERS CLUB BULL SERVICE, THAT ORDER SHALL NOT BE TREATED BY DOVEA OR SECBS AS VALID IF THE CUSTOMER IS NOT A MEMBER OF THE BREEDERS CLUB FOR THE TIME BEING.

1.14 IF THE CONTRACT CONCERNS THE SUPPLY OF BREEDERS CLUB BULL SEMEN AND/OR BREEDERS CLUB BULL SERVICES: (I) WHERE SUPPLIER IS SECBS, IT SHALL HOLD THE BENEFIT OF THE BREEDERS CLUB UNDERTAKINGS AS INCORPORATED IN THE CONTRACT AND CLAUSES 7.4, 13.3 AND 16.1 FOR ITSELF AND FOR THE BENEFIT OF DOVEA; AND (II) WHERE SUPPLIER IS DOVEA, IT SHALL HOLD THE BENEFIT OF THE BREEDERS CLUB UNDERTAKINGS AS INCORPORATED IN THE CONTRACT AND CLAUSES 7.4, 13.3 AND 16.1 FOR ITSELF AND FOR THE BENEFIT OF SECBS. THIS CLAUSE 1.14 SHALL SURVIVE TERMINATION OF THE CONTRACT.

2. DESCRIPTION OF GOODS OR SERVICES

2.1 The quantity and description of the Goods and/or the Services shall be as set out in the Supplier's quotation or the Customer's Order which has been accepted by the Supplier.

2.2 ALL SAMPLES, DRAWINGS, DESCRIPTIVE MATTER, SPECIFICATIONS, ADVERTISING, OR ANY OTHER PROMOTIONAL MATERIAL AND ANY DESCRIPTIONS OR ILLUSTRATIONS CONTAINED IN ANY CATALOGUES OR BROCHURES ARE ISSUED OR PUBLISHED FOR THE SOLE PURPOSE OF GIVING AN APPROXIMATE IDEA OF THE GOODS AND/OR THE SERVICES DESCRIBED IN THEM AND DO NOT CONSTITUTE ANY MATTERS OF FACT OR REPRESENTATION OR WARRANTY AS TO ITS SUBJECT MATTER OR INDUCING ANY PERSON TO ENTER INTO ANY CONTRACT. THEY SHALL NOT FORM PART OF THE CONTRACT AND THERE SHALL BE NO SALE BY SAMPLE. THIS CLAUSE 2.2 SHALL SURVIVE TERMINATION OF THE CONTRACT.

3. PRICE AND PAYMENT

3.1 The Price shall be the price quoted by the Supplier or, where no price is quoted (or a quoted price is no longer valid), the price listed in the Supplier's published price list current at the date of acceptance of the Order. All prices quoted are valid for 30 days only or until earlier acceptance by the Customer, after which time they may be altered by the Supplier without giving notice to the Customer.

3.2 The Supplier reserves the right, by giving written notice to the Customer at any time before delivery, to increase the price of the Goods and/or the Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of production), any change in delivery dates, quantities or specifications for the Goods and/or the Services which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.

3.3 Unless otherwise agreed in writing or otherwise stated on the Invoice by the Supplier and the Customer, the Price is exclusive of VAT (if applicable), which the Customer shall additionally be liable to pay to the Supplier. This Clause 3.3 shall survive termination of the Contract.

3.4 Unless otherwise agreed in writing or otherwise stated on the Invoice by the Supplier and the Customer, the Customer shall pay the Price in euro. This Clause 3.4 shall survive termination of the Contract.

3.5 Dovea reserves the right to invoice the Customer and demand payment in advance of delivery of the Goods and/or the Services.

3.6 The Customer shall pay direct to the Supplier the Price, any VAT and any costs or charges for packaging, loading, unloading, insurance, delivery and redelivery specified in the Invoice within 90 days of the date of the Invoice.

3.7 Time for payment shall be of the essence of the Contract.

3.8 No payment shall be deemed to have been received until the Supplier has received payment in full in cleared funds. This Clause 3.8 shall survive termination of the Contract.

3.9 All payments payable to the Supplier under the Contract shall become due immediately on its termination notwithstanding any other provision. This Clause 3.9 shall survive termination of the Contract.

3.10 If the Customer fails to pay any sum due under the Contract, then, without limiting any other right or remedy it may have, the Supplier may:

- (a) cancel the Contract or suspend any further deliveries of Goods and/or Services to the Customer;
- (b) appropriate any payment made by the Customer to such of the Goods and/or Services as the Supplier may think fit (notwithstanding any purported appropriation by the Customer); and/or
- (c) charge the Customer interest (both before and after any judgment) on the amount unpaid at the rate of 12% per annum chargeable per calendar

month or part thereof from the date on which the amount became due for payment until the date on which it is paid.

This Clause 3.10 shall survive termination of the Contract.

3.11 The Customer shall pay the Supplier any expenses incurred in relation to the recovery of outstanding and due Invoices, including any legal costs reasonably incurred. This Clause 3.11 shall survive termination of the Contract.

3.12 The Customer shall make all payments due in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless it is agreed in writing or unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Supplier to the Customer. This Clause 3.12 shall survive termination of the Contract.

3.13 Where the Supplier has any of the Customer's property in its possession (including, without limitation, Distribution Semen held by the Supplier in the course of providing the AI Storage Services) then for as long as any payment due from the Customer to the Supplier is due and unpaid, the Supplier shall have a lien on all such property and shall be entitled to retain such property until such amounts have been paid in full in cleared funds. This Clause 3.13 shall survive termination of the Contract.

4. DELIVERY AND PASSING OF RISK

4.1 Any dates specified in the Order Confirmation or otherwise agreed for the delivery of Goods and/or Services are estimates only and shall not be made of the essence of the Contract by notice. The Supplier shall not be liable for any delay in delivery however caused nor shall any delay entitle the Customer to terminate or rescind the Contract unless the delay exceeds 90 days. If no dates are specified, delivery shall be made within a reasonable time. The exclusion of the Supplier's liability for delayed delivery provided for in this Clause 4.1 shall survive termination of the Contract.

4.2 Any Goods (other than Dovea Semen) and Services supplied by the Supplier shall be deemed to be delivered and risk in the Goods shall pass to the Customer when the Goods are delivered to, or the Services are provided at, the address set out in the Order Confirmation or if there is no Order Confirmation, as set out in the Order which has been accepted by the Supplier.

4.3 Any Goods comprising Dovea Semen shall be deemed delivered by Dovea and risk in those Goods shall pass to the Customer when:

- (a) where the Goods are to be held by the Customer, upon delivery of the Dovea Semen into the Customer's AI Flask; and
- (b) where the Goods are supplied by Dovea in the course of providing AI Services, at the time the AI Services are provided.

4.4 If the Customer fails to accept delivery of the Goods and/or the Services on the date that the Supplier tendered delivery other than by reason of the Supplier's fault, then, without limiting any other right or remedy available to the Supplier, the Goods and/or the Services shall be deemed to be delivered and risk in the Goods shall pass to the Customer at 5.00 p.m. on the date that the Supplier tendered the delivery. The Supplier may store the Goods until actual delivery and charge the Customer for the reasonable costs of storage, or sell the Goods at the best price readily obtainable and after deducting all reasonable storage and selling expenses, account to the Customer for the excess of the Price or charge the Customer for any shortfall below the Price. Clauses 4.2, 4.3 and 4.4 shall survive termination of the Contract.

5. TITLE TO THE GOODS

5.1 Notwithstanding delivery and passing of risk in the Goods, title to the Goods shall not pass from the Supplier to the Customer until the

Supplier has received in full in cleared funds all sums due to it in respect of:

- (a) the Goods; or
- (b) all other sums which are or which become due to the Supplier from the Customer on any account.

5.2 Until title to the Goods has passed to the Customer in accordance with Clause 5.1, the Customer shall:

- (a) hold the Goods on a fiduciary basis as bailee for the Supplier;
- (b) store the Goods (at no cost to the Supplier) separately from all other goods in its possession and marked in such a way that they are clearly identified and remain identifiable as the Supplier's property;
- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- (d) maintain the Goods in satisfactory condition and keep them insured on the Supplier's behalf for their full price against all risk to the reasonable satisfaction of the Supplier; on request the Customer shall produce the policy of insurance to the Supplier.

5.3 Dovea shall be entitled to recover payment for the Goods notwithstanding that title of any of the Goods has not passed from the Supplier.

5.4 The Customer grants the Supplier, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

5.5 The Customer's right to possession of the Goods shall terminate immediately if:

- (a) the Customer is, or is deemed for the purposes of any relevant law to be unable to pay its debts as they fall due or to be insolvent, or admits inability to pay its debts as they fall due or suspends making payments on all or any class of its debts or announces an intention to do so, or a moratorium is declared in respect of any of its indebtedness;
- (b) the Customer (being an individual or firm) has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of bankrupt debtors, or, (being a body corporate), convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, process advisor, or examiner appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of a receiver, process advisor, or examiner of the Customer or notice of intention to appoint a receiver, process advisor, or examiner is given by the Customer or its directors or by a qualifying floating charge holder, or a resolution is passed or a petition presented to any court for the winding-up of the Customer in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer or any analogous steps or proceedings are taken in respect of the Customer in any jurisdiction;
- (c) the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or is unable to pay its debts within the meaning of section 570 of the Companies Act 2014 (as amended) or the Customer ceases to trade;
- (d) the Customer encumbers or in any way charges any of the Goods; or
- (e) the Customer fails to observe or perform any of his/its obligations under the Conditions or under any contract between any of Dovea or SECBS and the Customer.

5.6 On termination of the Contract in relation to the Goods or the Services, howsoever caused, the Supplier's right contained in this Clause 5 shall remain in full force.

6. SEMEN DISTRIBUTION SERVICES

6.1 As part of the Services, the Supplier may deliver Goods and/or Distribution Semen to the Customer. Except as expressly stated otherwise, deliveries of semen to the Customer shall be subject to Clause 4 (*delivery and passing of risk*).

6.2 The Supplier shall be entitled, in its absolute discretion, to refuse to accept a delivery of Distribution Semen for delivery to the Customer or to refuse to deliver Dovea Semen or other Goods or Distribution Semen to the Customer.

6.3 Where the Customer carries out the AI itself, the Dovea Semen and/or Distribution Semen shall be available to the Customer no earlier than the next scheduled delivery to the Supplier's premises, provided that the Goods have been delivered to the Supplier, unless otherwise agreed in writing by the Supplier and the Customer.

6.4 Where the Supplier shall provide AI Services in relation to Distribution Semen, such services shall be provided to the Customer no earlier than ten (10) Business Days after the Distribution Semen has been delivered to the Supplier unless otherwise agreed in writing by the Supplier and the Customer.

6.5 If, after Distribution Semen has been transferred to an AI Flask of one of the Supplier's AI technicians ready for delivery to the Customer, the contract (if any) between the Customer and the end user for the supply of the Distribution Semen to the end user comes to an end the Customer may, within a period of 90 days from the date of such contract coming to an end, find an alternative purchaser for that consignment of Distribution Semen (provided that such purchaser shall be a person to whom such Distribution Semen may be lawfully supplied without the need for Regulatory Approval). The Supplier shall be entitled to destroy any such Distribution Semen without any liability after the expiry of such 90-day period where the Customer has not found an alternative purchaser pursuant to this Clause 6.5. The provisions of Clause 8 (*termination*) shall apply at all times notwithstanding any contract between the Customer and the end user for the supply of the Distribution Semen to the end user coming to an end.

6.6 The Supplier shall inform the Customer about any defective straws of Distribution Semen of which the Supplier becomes aware in the course of providing the AI Services. The Customer shall replace such defective straws free of charge.

6.7 IF THE SUPPLIER DELIVERS DOVEA SEMEN AND/OR DISTRIBUTION SEMEN TO A THIRD PARTY AI TECHNICIAN OR TO THE CUSTOMER FOR USE BY A THIRD PARTY AI TECHNICIAN, THE CUSTOMER SHALL INDEMNIFY ON DEMAND AND KEEP INDEMNIFIED THE SUPPLIER AGAINST ANY DAMAGES, LOSS, LIABILITIES, COMPENSATION, EXPENDITURES, CLAIMS, COSTS OR EXPENSES THAT THE SUPPLIER INCURS TO ANY SUCH THIRD PARTY AI TECHNICIAN. THIS CLAUSE 6.7 SHALL SURVIVE TERMINATION OF THE CONTRACT.

7. CUSTOMER'S OBLIGATIONS

7.1 The Customer shall comply with all applicable laws and regulations in relation to the Goods and Services and shall indemnify on demand and keep indemnified the Supplier any damages, loss, liabilities, compensation, expenditures, claims, costs or expenses incurred by the Supplier arising out of any failure by the Customer to do so. This Clause 7.1 shall survive termination of the Contract.

7.2 The Customer shall:

- (a) comply with directions of the Supplier for the storage of Dovea Semen and the carrying out of AI;
- (b) ensure that any AI Flask into which the Supplier is required to deliver Dovea Semen and/or Distribution Semen is safe, in good condition,

free from defects and is and will continue to be fit for the purpose of the proper cryogenic storage of the Dovea Semen and/or Distribution Semen; and

(c) indemnify and keep the Supplier indemnified from and against any loss or damage incurred by the Supplier to the extent such loss or damage arises out of failure by the Customer to comply with Clause 7.2(a) or 7.2(b).

This Clause 7.2 shall survive termination of the Contract.

7.3 The Customer shall:

(a) provide the Supplier, its employees, agents, consultants and sub-contractors, with such access to the Customer's premises and other facilities as is reasonably required by the Supplier to supply the Goods and/or provide the Services;

(b) ensure that any places to which the Goods are to be delivered by or for the Supplier comply with all applicable laws, regulations and codes of practice which may be in force from time to time and, without limitation, provide the Supplier's employees, agents and sub-contractors with unobstructed and safe access to and exit from any places of delivery of the Goods;

(c) ensure that facilities that are safe and adequate and fit for the purpose of the provision of the Services are provided to the Supplier free of charge and that those facilities comply with all applicable laws, regulations and codes of practice in force from time to time;

(d) ensure that any co-operation or assistance that is requested by the Supplier or any of its employees or contractors in connection with providing the Services and/or supplying the Goods (including, in the case of the provision of the AI Services, assistance with handling the cows in respect of which AI Services are to be provided) is provided, and ensure, if information is provided, that such information is true and accurate in all material respects;

(e) obtain and maintain all necessary licences, permissions and consents in respect of the purchase and use of the Goods and the purchase of the Services;

(f) comply with all applicable health and safety legislation relating to the Services and use of the Goods; and

(g) indemnify and keep the Supplier indemnified from and against any losses, liabilities, costs and expenses that the Supplier may incur as a result of any failure by the Customer to comply with its obligations under this Clause 7.3.

Clause 7.3(g) shall survive termination of the Contract.

7.4 CUSTOMER SHALL INDEMNIFY AND KEEP INDEMNIFIED IN FULL AND ON DEMAND DOVEA AND SECBS FROM AND AGAINST ANY AND ALL LOSSES OF EVERY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, OR CONSEQUENTIAL LOSSES), COSTS, EXPENSES, LIABILITIES AND DAMAGES THAT EITHER OF THEM MAY SUFFER OR INCUR ARISING DIRECTLY OR INDIRECTLY OUT OF, OR DIRECTLY OR INDIRECTLY IN CONNECTION WITH, ANY BREACH OF ANY OF THE BREEDERS CLUB UNDERTAKINGS. THIS CLAUSE 7.4 SHALL SURVIVE TERMINATION OF THE CONTRACT.

8. TERMINATION

8.1 Without affecting any other right or remedy available to it, either party shall be entitled to terminate any Contract with immediate effect by written notice to the other to that effect if that other party commits any continuing or material breach of any of the Conditions or of any provision of any contract between the Customer and any of Dovea or SECBS from time to time (other than the Breeders Club Undertakings and any other provision of any Contract of Membership) and either that breach is not capable of remedy or, if that breach is capable of remedy, the other party

fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied.

(a) Without affecting any other right or remedy available to the Supplier, the Supplier shall be entitled to terminate any Contract with immediate effect by written notice to the Customer to that effect upon the occurrence of any of the events described in Clause 5.5(a)-(d) in relation to the Customer.

8.2 Without affecting any other right or remedy available to the Supplier, the Supplier shall be entitled to terminate any Contract with immediate effect by written notice to the Customer to that effect if: (i) Customer commits any breach (however trivial and without such breach having to be repudiatory, continuing, or material) of any of the Breeders Club Undertakings; or (ii) Customer commits any continuing or material breach of any provision of the Contract of Membership (other than the Breeders Club Undertakings) and either that breach is not capable of remedy or, if that breach is capable of remedy, Customer fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied.

8.3 Without affecting any other right or remedy available to it, the Supplier may terminate any Contract at any time by giving not less than 90 days' notice in writing to that effect to the Customer.

8.4 If the Customer is a member of the Breeders Club at any time, with effect from the termination of the Customer's membership of the Breeders Club and for so long as the Breeders Club continues thereafter, unless the Customer is readmitted as a member of the Breeders Club, if the Customer submits an Order for Breeders Club Bull Semen or for any Breeders Club Bull Service, that Order shall not be treated by any of Dovea or SECBS as valid. If the Supplier and Customer have entered into a Contract for the supply of Breeders Club Bull Semen or Breeders Club Bull Services that has not been performed by the Supplier in full prior to Dovea and SECBS serving a notice of the termination of the Customer's membership of the Breeders Club, without affecting any other right or remedy available to the Supplier, the Supplier shall have the right to terminate that Contract with immediate effect upon written notice to the Customer to that effect so that, to the extent that the Supplier has not supplied the Breeders Club Bull Semen or Breeders Club Bull Service which is the subject of that Contract at the time at which notice of the termination of Customer's membership of the Breeders Club is served on Customer, the Supplier shall not be obliged to do so thereafter.

8.5 On termination of the Contract for any reason, the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid Invoices and interest and, in respect of Goods or Services supplied but for which no Invoice has been submitted, the Supplier shall submit an Invoice, which shall be payable by the Customer immediately on receipt.

8.6 Termination or expiry of any Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

8.7 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect. Without prejudice to the generality of the foregoing, the Breeders Club Undertakings shall not be terminable and shall remain in full force and effect in accordance with their respective provisions notwithstanding and shall survive, the termination of Customer's membership of the Breeders Club, or the discontinuation of the Breeders Club, or the termination of any Contract or of any other contract between Customer and any of Dovea or SECBS from time to time.

8.8 This Clause 8 shall survive termination of the Contract.

9. WARRANTIES

9.1 The Supplier warrants to the Customer that it will have the right to sell the Goods to the Customer at the time at which title to the Goods is to pass to the Customer.

9.2 The Supplier warrants to the Customer that it shall use reasonable care to supply Goods that are of satisfactory quality and, except in relation to Dovea Semen, free from material defects.

9.3 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill and in compliance with all applicable laws and regulations.

9.4 THE CUSTOMER ACKNOWLEDGES AND AGREES, NOTWITHSTANDING THE PROVISIONS OF CLAUSE 9.2, THAT:

(a) SEMEN IS THE PRODUCT OF A NATURAL BIOLOGICAL PROCESS OVER WHICH THE SUPPLIER HAS NO DIRECT CONTROL AND THAT THE SUPPLIER DOES NOT WARRANT OR REPRESENT TO THE CUSTOMER THAT ANY DOVEA SEMEN THAT IT SUPPLIES:

- (i) WILL RESULT IN A VIABLE PREGNANCY;
- (ii) WILL PRODUCE A CALF THAT EXHIBITS ALL OR ANY OF THE CHARACTERISTICS DESCRIBED IN ANY PROOF;
- (iii) IS FREE FROM DEFECTS, INCLUDING GENETIC DEFECTS; OR
- (iv) WILL YIELD A PARTICULAR NUMBER OF CALVES.

(b) IN THE CASE OF SEXED DOVEA SEMEN, THE SUPPLIER DOES NOT WARRANT OR REPRESENT THAT THE SORTING LEVELS REFERRED TO IN ITS MARKETING LITERATURE WILL RESULT IN A CORRESPONDING SEX RATIO IN CALVES PRODUCED FROM DOVEA SEMEN.

9.5 THE EXPRESS TERMS OF THE CONDITIONS AND, IF THE CUSTOMER IS OR WAS A MEMBER OF THE BREEDERS CLUB AT ANY TIME, THE EXPRESS TERMS OF THE CONTRACT OF MEMBERSHIP (INCLUDING, WITHOUT LIMITATION, THE BREEDERS CLUB UNDERTAKINGS) ARE IN LIEU OF ALL OTHER CONDITIONS, WARRANTIES AND OTHER TERMS CONCERNING THE SUPPLY OR PURPORTED SUPPLY OF, OR FAILURE TO SUPPLY OR DELAY IN SUPPLYING, OF ANY GOODS AND/OR SERVICES (EXCEPT FOR THOSE ARISING UNDER SECTION 12 OF THE SALE OF GOODS ACT, 1893, IF ANY) WHICH MIGHT BUT FOR THIS CLAUSE HAVE EFFECT BETWEEN THE SUPPLIER AND CUSTOMER OR WOULD OTHERWISE BE IMPLIED OR INCORPORATED INTO ANY CONTRACT OR ANY COLLATERAL CONTRACT, WHETHER BY STATUTE, COMMON LAW OR OTHERWISE (INCLUDING THE IMPLIED CONDITIONS, WARRANTIES OR OTHER TERMS AS TO SATISFACTORY QUALITY, FITNESS FOR PURPOSE, OR AS TO THE USE OF REASONABLE SKILL AND CARE), ALL OF WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

9.6 CLAUSES 9.4 AND 9.5 SHALL SURVIVE TERMINATION OF THE CONTRACT.

10. LIMITATION OF LIABILITY

10.1 NOTHING IN THE CONDITIONS SHALL EXCLUDE OR LIMIT THE SUPPLIER'S LIABILITY:

- (a) UNDER THE TORT OF DECEIT;
- (b) FOR DEATH OR INJURY TO ANY PERSON CAUSED BY ITS NEGLIGENCE;
- (c) ANY BREACH OF AN OBLIGATION IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT, 1893 (IF ANY); OR
- (d) ANY OTHER LIABILITY TO THE EXTENT THAT, UNDER APPLICABLE LAW, IT CANNOT BE EXCLUDED OR LIMITED;

AND ALL OF THE PROVISIONS OF THIS CLAUSE 10 ARE SUBJECT TO THE PROVISIONS OF THIS CLAUSE 10.1.

10.2 THE SUPPLIER SHALL NOT BE LIABLE TO THE CUSTOMER OR BE DEEMED TO BE IN BREACH OF THE WARRANTY IN CLAUSE 9.2 UNLESS:

(a) THE CUSTOMER GIVES WRITTEN NOTICE OF THE DEFECT IN THE GOODS TO THE SUPPLIER WITHIN 5 BUSINESS DAYS OF THE TIME WHEN THE CUSTOMER DISCOVERS OR OUGHT TO HAVE DISCOVERED THE DEFECT; AND

(b) THE SUPPLIER IS GIVEN A REASONABLE OPPORTUNITY AFTER RECEIVING THE NOTICE OF EXAMINING THE GOODS AND THE CUSTOMER (IF REQUESTED BY THE SUPPLIER) RETURNS THE GOODS TO THE SUPPLIER'S PLACE OF BUSINESS AT THE SUPPLIER'S COST FOR THE EXAMINATION TO TAKE PLACE THERE.

10.3 THE SUPPLIER SHALL NOT BE LIABLE FOR A BREACH OF THE WARRANTY IN CLAUSE 9.2 IF:

(a) THE CUSTOMER OR ANY THIRD PARTY MAKES ANY FURTHER USE OF THE GOODS IN QUESTION AFTER THE CUSTOMER GIVES SUCH NOTICE;

(b) THE DEFECT ARISES AS A RESULT OF FAILURE BY THE CUSTOMER OR A THIRD PARTY TO FOLLOW THE SUPPLIER'S ORAL OR WRITTEN INSTRUCTIONS RELATING TO THE STORAGE, TRANSPORTATION, USE OR MAINTENANCE OF THE GOODS OR (IF THE SUPPLIER GIVES NO SUCH INSTRUCTIONS) GOOD INDUSTRY PRACTICE;

(c) THE CUSTOMER ALTERS OR REPAIRS THE GOODS WITHOUT THE PRIOR WRITTEN CONSENT OF THE SUPPLIER;

(d) THE DEFECT ARISES AS A RESULT OF ANY FAIR WEAR AND TEAR, OR ANY ABNORMAL OR UNSUITABLE TRANSPORTATION, STORAGE OR WORKING CONDITIONS OR USE FOR WHICH THE CUSTOMER OR THE END USER IS RESPONSIBLE;

(e) THE DEFECT ARISES AS A RESULT OF ANY WILFUL DAMAGE, NEGLIGENCE, OR DEFAULT OF THE CUSTOMER, END USER, ANY THIRD PARTY AI TECHNICIAN OR ANY OTHER THIRD PARTY; OR

(f) WHERE THE GOODS COMPRISE DOVEA SEMEN, THE DEFECT COMPRISES, OR IS CAUSED BY, AN INHERENT DEFECT OR ABNORMALITY IN THE GOODS.

10.4 THE SUPPLIER SHALL NOT BE LIABLE FOR:

(a) ANY SHORTAGES IN QUANTITY OF GOODS DELIVERED UNLESS THE CUSTOMER NOTIFIES THE SUPPLIER OF A CLAIM IN WRITING WITHIN 5 BUSINESS DAYS OF RECEIPT OF THE GOODS BY THE CUSTOMER;

(b) DESTRUCTION OF, DAMAGE TO OR LOSS OF THE GOODS AND/OR DISTRIBUTION SEMEN (OR ANY PART OF THEM) IN TRANSIT BY OR ON BEHALF OF THE SUPPLIER, UNLESS SUCH DESTRUCTION, DAMAGE OR LOSS IS CAUSED BY THE SUPPLIER'S NEGLIGENCE OR FAULT AND THE CUSTOMER NOTIFIES THE SUPPLIER IN WRITING OF A CLAIM WITHIN 5 BUSINESS DAYS OF RECEIPT OF THE GOODS AND/OR DISTRIBUTION SEMEN OR THE SCHEDULED DATE OF DELIVERY, WHICHEVER IS THE EARLIER;

(c) ANY LOSS, DESTRUCTION OR DAMAGE TO GOODS AND/OR DISTRIBUTION SEMEN (OR ANY PART OF THEM) WHILE THEY ARE IN THE SUPPLIER'S CUSTODY DURING STORAGE OR USE WHICH IS CAUSED BY ANY PERSON OTHER THAN THE SUPPLIER; OR

(d) LOSS OR DAMAGE TO DISTRIBUTION SEMEN CAUSED BY SEMEN STRAWS RUPTURING OR ESCAPING FROM THE STORAGE CONTAINER AND/OR THE FAILURE OF A VACUUM DEVICE DURING STORAGE OR TRANSPORTATION; OR

(e) ANY DEFECTS IN DOVEA SEMEN OR DISTRIBUTION SEMEN, SAVE WHERE THE DEFECT RESULTS DIRECTLY FROM AN ACT OR OMISSION OF THE SUPPLIER IN STORING OR TRANSPORTING THE SEMEN IN QUESTION.

10.5 ANY LIABILITY OF THE SUPPLIER FOR NON-DELIVERY OF THE GOODS AND/OR SERVICES SHALL BE LIMITED TO REPLACING THE GOODS AND/OR SERVICES (IN THE CHEAPEST AVAILABLE MARKET) WITHIN A REASONABLE TIME OR ISSUING A CREDIT NOTE AT THE PRO RATE PRICE AGAINST ANY INVOICE RAISED FOR THE GOODS AND/OR THE SERVICES.

10.6 THE SUPPLIER SHALL BE ENTITLED TO SUSPEND DELIVERY OF THE GOODS OR SUPPLY OF THE SERVICES WITHOUT INCURRING LIABILITY TO THE CUSTOMER IF, AND FOR SO LONG AS, THE CUSTOMER FAILS TO PROVIDE (OR FAILS TO ENSURE THAT THE END USER PROVIDES) THE SUPPLIER WITH FACILITIES, CO-OPERATION AND ASSISTANCE IN COMPLIANCE WITH CLAUSE 7.

10.7 IF ANY GOODS DO NOT CONFORM WITH THE WARRANTY IN CLAUSE 9.2, THE SUPPLIER SHALL AT ITS OPTION REPAIR OR REPLACE THE RELEVANT GOODS (OR THE DEFECTIVE PART) OR REFUND THE PRICE OF THOSE GOODS AT THE PRO RATE PRICE PROVIDED THAT, IF THE SUPPLIER SO REQUESTS, THE CUSTOMER SHALL, AT THE SUPPLIER'S REASONABLE EXPENSE, RETURN THE GOODS OR THE PART OF THE GOODS WHICH IS DEFECTIVE TO THE SUPPLIER. IF THE SUPPLIER COMPLIES WITH THIS CLAUSE 10.7, IT SHALL HAVE NO FURTHER LIABILITY FOR BREACH OF THE WARRANTY IN CLAUSE 9.2 IN RESPECT OF THESE GOODS, SAVE AS EXPRESSLY PROVIDED OTHERWISE IN THE CONDITIONS.

10.8 IF ANY PART OF THE SERVICES IS PERFORMED NEGLIGENTLY OR IN BREACH OF THE CONDITIONS THEN, AT THE REQUEST OF THE CUSTOMER, THE SUPPLIER SHALL REPERFORM THE RELEVANT PART OF THE SERVICES. IF THE SUPPLIER COMPLIES WITH THIS CLAUSE 10.8 IT SHALL HAVE NO FURTHER LIABILITY IN RESPECT OF THOSE SERVICES SAVE AS EXPRESSLY PROVIDED OTHERWISE IN THE CONDITIONS.

10.9 THE SUPPLIER'S LIABILITY IN RESPECT OF ANY LOSSES ARISING DUE TO A BREACH OF CLAUSE 9.2, OR CLAUSE 9.3 WHICH (WITHOUT PREJUDICE TO CLAUSES 9.4(a) AND 9.4(b)) RESULTS IN THE BIRTH OF A CALF WITH A BREED OR PARENTAGE OTHER THAN SPECIFIED BY THE CUSTOMER, SHALL BE LIMITED TO THE LOWER OF:

(a) €1,000; OR

(b) THE DIFFERENCE IN VALUE BETWEEN THE CALF AS BORN AND THE VALUE, ON THE DATE OF BIRTH OF SUCH CALF, OF A CALF OF THE SAME SEX OF THE CALF AS BORN HAVING THE CORRECT BREED AND PARENTAGE.

10.10 THE SUPPLIER'S LIABILITY IN RESPECT OF ANY LOSSES ARISING FROM THE DEATH OR INJURY TO A COW RESULTING FROM THE SUPPLIER'S NEGLIGENCE SHALL BE LIMITED TO:

(a) ANY VETERINARY EXPENSES REASONABLY INCURRED IN RELATION TO THAT COW UP TO A MAXIMUM OF €1,000; AND

(b) THE LOWER OF:

(i) €2,000; OR

(ii) THE DIFFERENCE IN THE VALUE OF THE COW IMMEDIATELY BEFORE DEATH OR INJURY AND ITS VALUE IMMEDIATELY THEREAFTER.

10.11 ADDITIONALLY, SPECIFICALLY IN RELATION TO THE PROVISIONS BY THE SUPPLIER OF AI SERVICES, THE SUPPLIER SHALL HAVE NO LIABILITY WHATSOEVER:

(a) FOR DEATH OR INJURY OF A COW FOR WHICH AI SERVICES ARE BEING PROVIDED THAT OCCUR AS A RESULT OF THAT COW BEING IN A CRUSH OR UNTETHERED IN A HOLDING PEN WHILE THE AI SERVICES ARE BEING PROVIDED; AND

(b) IF, AT THE REQUEST OF THE CUSTOMER AND/OR THE END USER, ONE OF THE SUPPLIER'S EMPLOYEES, AGENTS OR SUB-CONTRACTORS ASSISTS IN TETHERING A COW, FOR ANY ACCIDENTS OR INJURIES TO ANIMALS OR PEOPLE WHILE PROVIDING SUCH ASSISTANCE. NEITHER THE SUPPLIER NOR ITS EMPLOYEES, AGENTS OR SUB-CONTRACTORS SHALL BE OBLIGED TO PROVIDE SUCH ASSISTANCE TO THE CUSTOMER OR END USER.

10.12 SUBJECT TO CLAUSE 10.1, THE SUPPLIER SHALL NOT BE LIABLE IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE HOWSOEVER FOR ANY OF THE FOLLOWING LOSSES OR DAMAGE (WHETHER OR NOT SUCH LOSS OR DAMAGE WAS FORESEEN, FORESEEABLE, KNOWN OR OTHERWISE):

(a) LOSS OF REVENUE;

(b) LOSS OF ACTUAL OR ANTICIPATED PROFITS;

(c) LOSS OF CONTRACTS;

(d) LOSS OF THE USE OF MONEY;

(e) LOSS OF ANTICIPATED SAVINGS;

(f) LOSS OF BUSINESS;

(g) LOSS OF OPPORTUNITY;

(h) LOSS OF GOODWILL;

(i) LOSS OF REPUTATION;

(j) LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR

(k) ANY INDIRECT OR CONSEQUENTIAL LOSS HOWSOEVER CAUSED (INCLUDING, FOR THE AVOIDANCE OF DOUBT, WHETHER SUCH LOSS OR DAMAGE IS OF A TYPE SPECIFIED IN SUB-CLAUSES (A) TO (J) ABOVE).

WHETHER ARISING OUT OF, OR IN CONNECTION WITH, OR IN RELATION TO ANY GOODS OR SERVICES SUPPLIED UNDER THE CONTRACT OR THE SUPPLY OR NON-SUPPLY OR PURPORTED SUPPLY OR DELAY IN SUPPLY OF ANY GOODS OR SERVICES UNDER THE CONTRACT OR OTHERWISE OUT OF OR IN CONNECTION WITH OR IN RELATION TO THE CONTRACT OR ANY TRANSACTION OR MATTER CONTEMPLATED BY IT.

10.13 SUBJECT TO CLAUSE 10.1, THE SUPPLIER DOES NOT ACCEPT, AND EXCLUDES, ALL LIABILITY FOR BREACH OF ANY OBLIGATION OR DUTY TO TAKE REASONABLE CARE OR EXERCISE REASONABLE SKILL OTHER THAN ANY SUCH OBLIGATION OR DUTY ARISING UNDER THE CONDITIONS.

10.14 SUBJECT TO CLAUSE 10.1, THE SUPPLIER SHALL HAVE NO LIABILITY IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE FOR ANY LOSS OR COST SUFFERED OR INCURRED BY THE CUSTOMER ARISING OUT OF OR IN CONNECTION WITH ANY ACT OR OMISSION ON THE PART OF A PERSON TO WHOM ANY OF THE SUPPLIER'S DUTIES OR OBLIGATIONS UNDER THE CONDITIONS HAS BEEN DELEGATED OR SUB-CONTRACTED PROVIDED THAT THE SUPPLIER EXERCISED REASONABLE SKILL AND CARE IN THE

ACT OF MAKING THE DELEGATION OR SUB-CONTRACT IN QUESTION.

10.15 NOTHING IN THE CONDITIONS SHALL OR SHALL BE DEEMED TO RELIEVE THE CUSTOMER OF ANY COMMON LAW DUTY TO MITIGATE ANY LOSS OR DAMAGE INCURRED BY IT.

10.16 SUBJECT TO CLAUSE 10.1 AND WITHOUT PREJUDICE TO THE LIMITATIONS ON THE LIABILITY OF THE SUPPLIER PROVIDED FOR IN CLAUSES 10.5, 10.7, 10.8, 10.9 AND 10.10, THE SUPPLIER'S TOTAL LIABILITY IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH OR IN RELATION ANY GOODS OR SERVICES SUPPLIED UNDER THE CONTRACT OR THE SUPPLY OR NON-SUPPLY OR PURPORTED SUPPLY OR DELAY IN SUPPLY OF ANY GOODS OR SERVICES UNDER THE CONTRACT OR OTHERWISE OUT OF OR IN CONNECTION WITH OR IN RELATION TO THE CONTRACT OR ANY TRANSACTION OR MATTER CONTEMPLATED BY IT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID FOR THE GOODS OR SERVICES UNDER THE CONTRACT (EXCLUSIVE OF VAT), IN AGGREGATE. THE LIMITATION OF LIABILITY UNDER THIS SUB-CLAUSE HAS EFFECT IN RELATION BOTH TO ANY LIABILITY EXPRESSLY PROVIDED FOR UNDER THE CONTRACT AND TO ANY LIABILITY ARISING BY REASON OF THE INVALIDITY OR UNENFORCEABILITY OF ANY TERM OF THE CONTRACT.

10.17 THIS CLAUSE 10 SHALL SURVIVE TERMINATION OF THE CONTRACT.

11. PROTECTION OF PERSONAL DATA

The Supplier is committed to ensuring that the privacy of individuals is protected. The enclosed Customer Privacy Statement sets out the basis on which any personal data collected from and about the Customer, or that the Customer provides to the Supplier, will be processed by the Supplier. This Clause 11 shall survive termination of the Contract.

12. DISPUTE RESOLUTION

12.1 Subject to Clauses 12.4 and 12.5, in the event of any dispute between the Supplier and the Customer under a Contract and/or its construction or the construction and/or application of the Conditions, the matter shall be referred in writing in the first instance to the nominated representative of each of the Supplier and the Customer whose name is notified in writing by the nominating party to the other party with a view to the dispute being resolved in good faith.

12.2 If the dispute cannot be resolved with 25 Business Days of the referral, or such other longer period as may be agreed upon between the parties in writing, the parties shall refer the dispute to a single mediator to be appointed in accordance with the mediation procedures of the Centre for Effective Dispute Resolution (the "CEDR"). The Mediation shall be conducted in Dublin in accordance with the CEDR Model Mediation Procedure. The cost of such mediation shall be borne equally by parties.

12.3 If the dispute cannot be resolved within 25 Business Days of the dispute being referred to a Mediator, or such longer period as may be agreed between the parties in writing, either party may refer the matter to Court and the provisions of Clause 13 shall apply.

12.4 No party shall be obliged to follow the procedures set out in Clauses 12.1, 12.2 and 12.3 above where that party intends to apply for injunctive relief against any of the others for the purpose of protecting its proprietary rights or confidential information, provided that there is no delay in the prosecution of that application.

12.5 No party shall be obliged to follow the procedures set out in Clauses 12.1, 12.2 and 12.3 above where the dispute arises out of or in connection

with the Breeders Club Undertakings or any other provision of the Contract of Membership or any related non-contractual obligations.

13. GOVERNING LAW AND JURISDICTION

13.1 All Contracts and any non-contractual obligations arising out of or in connection with it between the Supplier and the Customer in respect of, or in relation to, or in connection with, the Goods and/or Services shall be governed by and construed in accordance with the Irish law.

13.2 Subject to Clause 13.3, the Irish courts shall have exclusive jurisdiction to hear, determine any suit, action or proceedings, and to settle any dispute arising out of or in connection with each Contract or any related non-contractual obligations and the parties irrevocably submit to the exclusive jurisdiction of the Irish courts for that purpose.

13.3 The Irish courts shall have non-exclusive jurisdiction to hear, determine and settle any dispute or arising out of or in connection with the Breeders Club Undertakings or any related non-contractual obligations and the Customer submits to the non-exclusive jurisdiction of the Irish courts for that purpose. The Customer acknowledges that a breach of the Breeders Club Undertakings would result in serious damage being sustained by Dovea and SECBS and as a result Customer unconditionally agrees to waive any right to oppose the granting of any equitable relief (including injunctive relief) sought by any of Dovea or SECBS in relation to a threatened or actual breach of the Breeders Club Undertakings.

14. GENERAL

14.1 If any of the Conditions is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable, or unreasonable in any jurisdiction, it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and that shall not affect the legality, validity or enforceability in any other jurisdiction of the remainder of that Condition or any other Condition.

14.2 If the whole or any part of a provision of any of the Breeders Club Undertakings is or becomes illegal, invalid, or unenforceable under the law of any jurisdiction, that shall not affect the legality, validity, or enforceability under the law of that jurisdiction of the remainder of the provision in question or any other provision of any Contract and the legality, validity, or enforceability under the law of any other jurisdiction of that or any other provision of any Contract. Each of the restrictions in the Breeders Club Undertakings shall be construed and take effect independently of the others. The parties consider the restrictions comprised in the Breeders Club Undertakings to be reasonably required for the protection of Dovea and SECBS' legitimate interests. Without prejudice to the rights of the Breeders Club Operators to amend the Breeders Club Undertakings in accordance with the terms and conditions of the Contract of Membership, the Customer further agrees to accept and observe such substituted restriction(s) (in place of all or any of those comprised in the Breeders Club Undertakings) as the Supplier may from time to time specify, provided that such substituted restriction(s) are in all respects less restrictive in extent than those provided for in the Breeders Club Undertakings which they replace.

14.3 The Conditions and the Breeders Club Undertakings as incorporated into any Contract and all of their provisions shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and permitted assigns.

14.4 The express terms of the Contract and, if the Contract concerns the supply of Breeders Club Bull Semen and/or any Breeders Club Bull Service, the express terms of the Contract of Membership constitute the sole and entire agreement between the parties in relation to the subject matter of the Contract and supersede all prior written and oral

arrangements, understandings, representations, warranties and agreements between them in that regard (if any).

14.5 Neither party shall be liable to the other for any failure or delay in the performance of any of its obligations under the Contract (other than an obligation to pay sums due) which is caused by any event of Force Majeure. If performance of a material obligation under the Contract is prevented by any such event or circumstance for a continuous period of 90 days or more, then the party for whose benefit the affected obligation would have been performed shall be entitled, by the giving of notice in writing to the other party, immediately to terminate the Contract.

14.6 Nothing in the Contract shall create, or be deemed to create, a partnership, joint venture, or the relationship of principal and agent, between the Supplier and the Customer and neither of the parties shall have any right or authority to act on behalf of the other or to bind the other in any way.

14.7 Each of the rights of each party under the Contract may be exercised as often as is necessary, is cumulative and not exclusive of any other rights which that party may have under the Contract, law or otherwise; and may be waived only in writing and specifically. Delay by a party in exercising, or the non-exercise by a party of, any such right shall not constitute a waiver of that right.

14.8 The Supplier may assign, transfer (whether voluntarily or involuntarily, by operation of law or otherwise) or create or permit to exist any right, title, or interest (including, without limitation, any security interest and any beneficial interest under any trust) in, to or under, any of its rights under the Contract. Customer shall not assign, transfer (whether voluntarily or involuntarily, by operation of law or otherwise) or create or permit to exist any right, title, or interest (including, without limitation, any security interest and any beneficial interest under any trust) in, to or under, any of its rights under the Contract or purport to transfer, sub-contract, or delegate any of its obligations under the Contract without the prior written consent of the Supplier.

14.9 This Clause 14 and Clauses 12, 13, 15, 16 and 17 shall survive termination of the Contract.

15. COMMUNICATIONS

15.1 **Service:** Notices and other communications under or in connection with any Contract may be given in writing by hand, by ordinary pre-paid post or by e-mail, save that service of any notice of any claim, dispute, termination, breach or legal proceedings in connection with any Contract shall not be made by e-mail. Any such notice, if so given, shall be deemed to have been served:

- (a) if sent by hand, when delivered;
- (b) if sent by post, one business day after posting; and
- (c) if sent by e-mail, six hours after sending provided the sender has not received notice of failed or delayed delivery.

16. AMENDMENT

16.1 THE SUPPLIER MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, AMEND THE CONDITIONS AT ANY TIME AS IT SEES FIT. ANY SUCH AMENDMENTS WILL BE EFFECTIVE FROM THE DATE UPON WHICH THEY ARE POSTED ON THE WEBSITE. DOVEA AND SECBS MAY AMEND THE BREEDERS CLUB UNDERTAKINGS IN ACCORDANCE WITH THE TERMS OF THE CONTRACT OF MEMBERSHIP.

17. DEFINITIONS:

In these Conditions:

“**AI**” means the procedure of the artificial insemination of cows;

“**AI Flask**” means a cryogenic container dedicated to the storage and transportation of animal semen;

“**AI Services**” means the AI services provided by the Supplier to customers;

“**AI Storage Services**” means the service provided by the Supplier of the storage of Distribution Semen for customers;

“**Breeders Club**” means the Dovea Genetics Breeders Club;

“**Breeders Club Bull**” means a bull which is for the time being on the Breeders Club Bull List and from which semen is for the time being for sale;

“**Breeders Club Bull List**” means the list of bulls entitled *Breeders Club Bulls* published on the Website as updated from time to time;

“**Breeders Club Bull Semen**” means any semen sourced from any Breeders Club Bull and if a bull from which Breeders Club Bull Semen is supplied to the Customer ceases to be a Breeders Club Bull after that semen has been supplied to the Customer, that semen shall continue to be Breeders Club Bull Semen;

“**Breeders Club Bull Service**” means any service in the course of the provision of which Breeders Club Bull Semen will be supplied or used;

“**Breeders Club Undertakings**” has the meaning given to it in the Contract of Membership;

“**Business Day**” means a day (other than Saturday, Sunday or public holiday) when banks in Ireland are open for the transaction of normal banking business;

“**Conditions**” means each of the following (a) and (b):

- (a) the terms and conditions set out in this document; and
- (b) any other terms and conditions agreed in writing by the Supplier other than the Breeders Club Undertakings and any other provision of any Contract of Membership;

“**Contract**” means any contract between the Supplier and the Customer for the sale and purchase of Goods and/or Services;

“**Contract of Membership**” means, if the Customer is or was a member of the Breeders Club at any time, the contract governing that membership on the terms and conditions of the Customer’s application for admission as a member of the Breeders Club (as amended from time to time);

“**Customer**” means the person, sole trader, partnership, or organisation who places the Order or on whose behalf the Order is placed for the Goods and/or Services from the Supplier;

“**Distribution Semen**” means bovine semen which is owned by the Customer, whether sourced by the Customer or supplied to it by a third party supplier;

“**DIY AI Training Services**” means the service provided by the Supplier of training persons to carry out AI;

“**Dovea**” means Dovea Genetics Limited, a company incorporated under the laws of Ireland with registered number 284374, having its registered office at c/o South Eastern Cattle Breeding Society Limited, Dovea, Thurles, Co. Tipperary;

“**Dovea Semen**” means bovine semen supplied by the Supplier, whether sourced from its own bulls or supplied to it by a third party supplier;

“**Force Majeure**” means, in relation to any person, any circumstances beyond the reasonable control of that person, including, without limitation, an act of God including but not limited to fire, flood, earthquake, windstorm or other natural disaster; an act of any sovereign including but not limited to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority or imposition of government sanction embargo or similar action; law, judgment, order, decree, embargo, blockade; any labour dispute including but not limited to strike, lockout or boycott; any

interruption or failure of utility service including but not limited to electric power, gas, water or telephone service;

“**Good Industry Practice**” means the standard of skill, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person engaged in the business of cattle breeding under the same or similar circumstances;

“**Goods**” means Dovea Semen, AI equipment, liquid nitrogen and any other goods which the Customer agrees to buy from the Supplier and which the Supplier agrees to supply to the Customer, as specified in the Order Confirmation, or, in the case of no Order Confirmation as specified in the Order as accepted by the Supplier;

“**Invoice**” means the invoice issued by the Supplier to the Customer in respect of the Goods and/or Services supplied;

“**Order**” means the placing of an order whether in writing or orally, for: (a) Dovea Semen, AI equipment, liquid nitrogen and any other goods; and/or (b) any service provided by the Supplier in relation to AI, including the AI Services, AI Storage Services, DIY AI Training Services, supply of liquid nitrogen and the semen distribution services described in Clause 6;

“**Order Confirmation**” means any confirmation of order issued by the Supplier to the Customer on which reference is made to these Conditions;

“**Price**” means the price for the Goods and/or Services, which is, in the case of Goods, (save, in each case, to the extent otherwise stated in any Order Confirmation, or in the case of no Order Confirmation being issued to the Customer, the Invoice) inclusive of packaging and exclusive of carriage, insurance and, in the case of Goods and Services, exclusive of VAT;

“**Regulatory Approval**” means consent or approval of any applicable Regulatory Authority;

“**Regulatory Authority**” means the Department of Agriculture, Food and Marine of the Republic of Ireland and/or any other relevant governmental or regulatory body;

“**SECBS**” means South Eastern Cattle Breeding Society Limited, an Industrial and Provident Society registered in Ireland with registered number 2438R;

“**Services**” means any service provided by the Supplier in relation to AI, including the AI Services, AI Storage Services, DIY AI Training Services, supply of liquid nitrogen and the semen distribution services described in Clause 6 which the Customer agrees to buy from the Supplier and which the Supplier agrees to supply to the Customer, as specified in the Order Confirmation, or, in the case of no Order Confirmation as specified in the Order as accepted by the Supplier;

“**Supplier**” means: (a) if the Order is placed on a customer account with Dovea, Dovea; and (b) if the Order is placed on a customer account with SECBS, SECBS;

“**Third Party**” means any third party to whom Distribution Semen is sold by the Customer;

“**VAT**” means any value added tax (if applicable) and any goods and services, sales or other turnover tax, imposition or levy of a like nature chargeable in respect of the sale of the Goods to the Customer; and

“**Website**” means the Dovea and SECBS’ website accessible at www.doveagenetics.ie;

CUSTOMER PRIVACY STATEMENT

In this Privacy Statement, “Supplier”, “we” or “us” shall refer to:

- (a) if an Order is placed on a customer account with Dovea, Dovea; and if the Order is placed on a customer account with SECBS, SECBS.

We are committed to ensuring that your privacy is protected. This statement (together with our Terms and Conditions of Supply of Goods and/or Services) sets out the basis on which any personal data we collect from and about you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. This statement is being provided to you in line with our obligations under the General Data Protection Regulation (GDPR).

CONTACT DETAILS

If you would like to contact us with any queries or comments in relation to your personal data, please:

Send an e-mail to: dataprotection@doveagenetics.ie

Send a letter to: John Paul Hennessy, Dovea Genetics, Dovea, Thurles, Co. Tipperary

Call: 0504-21755

DATA WE COLLECT AND PROCESS

We will collect and process the following data about you:

Information you give us

Customers name, address, telephone number(s), email address(es), farm business type, herd number and credit card or banking details (when payment is been made by some customers)

This is information about you that you give us by corresponding with us by phone, e-mail or otherwise. It includes the information you supply us with when you engage us to provide the Services.

Information we collect about you

Depending on the circumstances, we might also obtain personal data about you from other sources such as public registers, government and regulatory authorities, business partners, financial and insurance advisors, service providers, etc.

You are not obliged to provide us with your personal information. However, if you do not, we might not be able to carry out the Services.

Why we process your data

We process your data in order to comply with legal obligations to which we are subject, to perform the Services you have requested of us or to take steps at your request prior to undertaking to provide the Services for you. We do this because you have consented to our processing of your data or for the purposes of our legitimate interests, such as to inform you of changes to our services or to provide you with information about other services we offer.

HOW WE USE YOUR DATA

We gather and use your information to:

- (a) allow us to provide you with Services you request from us;
- (b) comply with legal obligations we might be subject to;
- (c) provide you with information about other services we offer that are similar to those you have already requested of us or enquired about;

- (d) notify you of changes to the Services;
- (e) monitor and improve the quality of our Services;
- (f) allow you to participate in events organised by us or our partners.

WHO WE SHARE YOUR DATA WITH

We may share your information with our agents, contractors or partners in connection with services that these individuals or entities perform for or with us. These may include but are not limited to legal advisors, accountants, financial and tax advisors or external auditors.

We may disclose your data in the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.

We may disclose or share your data in order to comply with any legal obligation or in order to enforce or apply our Terms and Conditions of Supply of Goods and/or Services.

DATA SECURITY

We take our data security responsibilities seriously, employing the most appropriate physical and technical measures, including staff training and awareness. We review our data security measures and procedures regularly.

Unfortunately, the transmission of information by means of the internet, including through e-mail, is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to or from us by means of e-mail and any such transmission is at your own risk.

DATA RETENTION

It is our aim to only hold your data for as long as this is necessary. Unless otherwise required under applicable law, we store your data for as long as we provide services to you and for a period of no less than six years beginning on the date we archive your file.

MARKETING

We may contact you by mail, email and telephone about our services and other events which may be of interest to you. You have the right to ask us to stop processing your personal data for direct marketing purposes.

If you wish to exercise this right, please follow the “unsubscribe” instructions in each marketing communication.

WHERE WE STORE YOUR INFORMATION

We might store your information in different places. Physical files are stored in our office and our archives. Electronic files are stored on our secure servers and in the cloud. We do not transfer your data to, or store it at, a destination outside of the European Economic Area.