

## Hazeldean Semen Terms & Conditions

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### Hazeldean retains semen rights on all bulls unless otherwise agreed upon.

- 1 The buyer may use bulls only:
  - To naturally service stock owned by the buyer, or
  - To collect semen for use in stock owned by the buyer

And will not dispose of, or advertise the disposal of semen or semen rights from any bull to any other party.
- 2 Hazeldean retains the right to collect and market semen from any bull sold either at the buyer's premises or by transporting the bulls to a registered artificial insemination facility on the basis:
  - That Hazeldean will consult with the buyer and ensure that such collection of semen by Hazeldean will take place at a time which will not unreasonably interfere with the use of the bull/s by the buyer
  - Hazeldean will pay all costs of such collection: and
  - Hazeldean will indemnify the buyer in respect of any injury or damage to such bull during the collection process or while the bull is in Hazeldean's possession.
- 3 The semen rights terms bind any successor in title to the buyer, and any person in possession of bulls purchased from Hazeldean.
- 4 The buyer will not dispose of or part with possession of any bull the subject of the semen rights terms unless the party to whom disposal is to be made or to whom possession is to be given first, signs a document accepting the semen terms accrue for the benefit of Hazeldean, and Hazeldean can enforce the semen rights terms.
- 5 The buyer acknowledges:
  - That the physical transfer of bulls from Hazeldean to the buyer is an act that accepts the semen rights terms;
  - That the bulls subject to the semen rights terms are adequately described in the documents of sale, which includes any sale or auction information;
  - That Hazeldean may register the interest created by the semen rights terms pursuant to the Personal Property Securities Act 2009 of the Commonwealth;
  - That Hazeldean may take possession of the bull dealt with in any way that contravenes the semen rights terms;
  - That the buyer, and any successor in title to the buyer and any person to whom the buyer passes possession of the bull will be liable jointly and individually for the reasonable expenses of Hazeldean under the semen rights terms, any reasonable expenses in enforcing those terms.





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