



# RISSINGTON BREEDLINE 2010-11 RAM ORDER FORM

PLEASE SELECT YOUR PURCHASES, THEN FILL IN YOUR DETAILS ON THE REVERSE OF THIS FORM

BREED	LIST PRICE	BUY NOW*	QTY	SELECTION/DELIVERY
Highlander® 2th Rams	\$1,250	<b>\$1,250</b>	<input type="text"/>	December
	\$950	<b>\$950</b>	<input type="text"/>	December
	\$800	<b>\$800</b>	<input type="text"/>	December
Highlander® Ram Hoggets	\$1,250	<b>\$1,100</b>	<input type="text"/>	March/April
	\$950	<b>\$875</b>	<input type="text"/>	March/April
	\$675	<b>\$550</b>	<input type="text"/>	March/April
Primera® 2th Rams	\$1,250	<b>\$1,250</b>	<input type="text"/>	December
	\$950	<b>\$950</b>	<input type="text"/>	December
	\$800	<b>\$800</b>	<input type="text"/>	December
Primera® Ram Hoggets	\$1,250	<b>\$1,100</b>	<input type="text"/>	March/April
	\$950	<b>\$875</b>	<input type="text"/>	March/April
	\$675	<b>\$550</b>	<input type="text"/>	March/April
<b>TOTAL</b>			<input type="text"/>	



Highlander® 2th rams



Highlander® ewe with Primera® lambs



Primera® ram

\*BUY NOW prices are available until 30th November 2010.

## CAN YOU HELP INTRODUCE NEW FARMERS TO US?

We recognise that good results achieved with Rissington Breedline genetics and sound farm management are our best form of advertising. To encourage introductions we are offering existing clients an introduction fee based on successful sales to new farmer introductions. We will give a credit of \$50.00 per ram sold to new farmers. The credit is to be applied to 2011-2012 ram purchases. Talk to us for more details.

## OUR NZ BREEDERS

We have 7 breeders producing Highlander® and Primera® rams in NZ.

- Brian & Andrea Hanna – King Country
- Simon & Josi Beamish – Hawkes Bay
- Ben & Katie Absolom – Hawkes Bay
- John & Jane Heald – Central Hawkes Bay
- Grant & Brenda Massie – Central Hawkes Bay
- Donald & Liz Polson – Wanganui
- Barry & Julie Crawford – Southland



Primera® ewe & lambs

THANKS FOR CHOOSING RISSINGTON BREEDLINE

[ bring your future into focus ]

Office Use Only:

Pick#

Order#

Invoice#

Delivery Invoice#

# RISSINGTON BREEDLINE 2010-11 RAM ORDER FORM

## TERMS OF SALE

These Terms of Sale and any additional terms on any applicable Livestock Sale Docket, sale or delivery note, receipt, invoice or other relevant document prepared by the Company in relation to any Sale apply to the purchase of Goods or services by or from the Company, whether such Sale is completed by written agreement, electronic record or oral communication unless stated otherwise by the Company.

## DEFINITIONS

- 1.1 Company means Rissington Breedline Limited and includes each of its subsidiaries.
- 1.2 Goods means all goods and services, and is deemed to include all goods and services described or referred in any invoices, statements or other records prepared by the Company (and the description or details set out or referred to in any such records).
- 1.3 Purchaser means the purchaser of Goods (being the Company's Principal if it is acting as agent).
- 1.4 Sale means any sale of Goods where the Company is either the Purchaser or Vendor or is acting as agent for either or both of the Purchaser or Vendor.
- 1.5 Vendor means the seller of the Goods (being the Company's Principal if it is acting as agent).

## APPLICATION

- 2.1 Terms of Sale: Receipt of these Terms of Sale by the principal Vendor or Purchaser shall be deemed to be acknowledgement of such Terms of Sale.
- 2.2 The Purchaser cannot cancel any purchase order for Goods accepted by the Company and is bound to pay the quoted price.

## TERMS OF PAYMENT

- 3.1 Unless the Company specifies otherwise, the purchase price and any commission and associated charges, plus GST, must be paid by the Purchaser to the Company within 14 days of purchase:
  - a) livestock and grazing, within 14 days of purchase;
  - b) other Goods, within 14 days of invoice date.
- 3.2 Interest on overdue payments may be charged from the time of purchase on a daily basis at the rate then charged by the Company.
- 3.3 All amounts payable to the Company shall be paid in full without any set-off or deduction.
- 3.4 "Buy Now" price will be forfeited to the list price if invoice is not paid within 14 days.

## TITLE, RISK AND DELIVERY

- 4.1 All Goods are at the Purchaser's risk:
  - a) in the case of livestock, upon crossing the tailgate of the carrier. The Vendor, will load the livestock on the carrier and will adequately care for them until then; and
  - b) for other Goods, from the point of loading onto the carrier or being made available for unloading by the Purchaser.
- 4.2 Ownership of and title to all Goods shall remain with the Vendor and not pass to the Purchaser until they are paid for in full.
- 4.3 Until title passes to the Purchaser:
  - a) the Purchaser shall hold the Goods as bailee of the Vendor; and
  - b) regardless of s109 of the PPSA, the Vendor may repossess the Goods and dispose of them for its own benefit. For the purpose the Vendor (and its agents) may at any time without notice enter any place where it believes the Goods may be kept to inspect the Goods and/or take whatever action may be required to repossess the Goods. The Purchaser indemnifies the Vendor and its agents for all costs and liabilities incurred in connection with the repossession, storage and/or resale of the Goods (including any shortfall from resale at a lower price).
- 4.4 The Company shall be in no way liable for any delay in the date of delivery of any Goods. Where the Purchaser does not take delivery of the Goods by the delivery date specified, the Purchaser shall pay reasonable storage costs until such time as the Purchaser accepts the Goods.

## SUPPLY FOR BUSINESS PURPOSES

- 5.1 The Purchaser agrees that where all Goods are acquired for the purposes of a business the Consumer Guarantees Act 1993 will not apply.

## YOUR DETAILS

Order Date: .....

Current Supplier of Highlander Ewe Lambs to SheepLink:  Y  N

Name: .....

Invoice Address: .....

Delivery Address: .....

Phone: ..... Fax: ..... Email: .....

Notes: .....

## PURCHASER'S RIGHT TO COMPENSATION

- 6.1 Subject to clause 10, if the Company (and not any vendor, manufacturer or other person) is responsible for any Goods being defective or not materially conforming to the Company's description, the Company will at its option:
  - a) repair or replace the defective Goods or re-perform the service; or
  - b) pay compensation not exceeding the purchase price for the Goods.This is the Purchaser's sole right for compensation from the Company.

## CREDIT POLICY AND THE COMPANY'S LIABILITY

- 7.1 Breeding rams are fully guaranteed in case of death for three months post delivery and prior to mating. Breeding rams are fully guaranteed in case of Genetic faults for twelve months post delivery
- 7.2 A replacement Ram of the same value will be provided when required. Rams will not be returned to the property of origin post trucking due to animal health issues.
- 7.3 All credits are issued at dollar values as opposed to unit value. Once a credit has been approved it will sit in the Vendors system to be offset by the purchasers next purchase.
- 7.4 No cash refunds are given.
- 7.5 If the Vendor cannot provide the agreed quantity of Goods for any reason outside its reasonable control, the Vendor is not liable for that shortfall and the Purchaser must take delivery of and pay for the lesser quantity the Vendor is able to supply.

## INTELLECTUAL PROPERTY

- 8.1 The Farmer agrees and acknowledges that the RB Entities own all intellectual property associated with the genetics of the stock sold under this agreement. The Farmer shall not do anything which may prejudice or infringe the RB Entities' intellectual property in the genetics.
- 8.2 The Farmer acknowledges that all goodwill resulting from the Farmer's use of the RB Entities' intellectual property in the genetics and/or any of the RB Entities' trademarks shall accrue solely for the benefit of the RB Entities.

## PERSONAL PROPERTY SECURITIES ACT 1999

- 9.1 The Purchaser grants to the Vendor a security interest in all Goods supplied or to be supplied by the Vendor to secure all payments under these Terms of Sale. The Purchaser will do all things necessary for the Company to register a financing statement and to ensure the security interest is a first ranking perfected security interest over the Goods and their proceeds. The Company may at its sole discretion register a security interest on behalf of the Vendor (where it is acting as agent).
- 9.2 Nothing in sections 114(1)(a), 117(1)(c), 133 or 134 of the Personal Property Securities Act 1999 (PPSA) applies. The Purchaser's rights in sections 116, 119, 120(2), 121, 125 to 127, 129, 131 and 132 of the PPSA do not apply unless the Company is the Purchaser.

## MISCELLANEOUS

- 10.1 Enforcement: The Purchaser will pay the Company on demand all costs (including legal costs on a solicitor/client basis) incurred by the Company in connection with any default by the Purchaser.
- 10.2 Entire agreement: These Terms of Sale (and any incorporated document including any formal credit arrangements) are the entire agreement between the parties, and replace all representations, agreements and other communication made by the Company.
- 10.3 No waiver: The Company shall be deemed not to have waived any right to do anything unless that waiver is in writing and signed by an authorised manager in the Company.
- 10.4 Severability: If any part of these Terms of Sale is illegal, unenforceable or invalid, that part is to be treated as modified or removed to the extent required to make it effective. The rest of these Terms of Sale are not affected.
- 10.5 Variation: The Company may vary these Terms of Sale by disclosing such varied terms to the principal Vendor or Purchaser at any time.

Signature: .....

or Primera Lambs to M&S:  Y  N

Mating Date: .....