

SALES AGREEMENT Terms and Conditions Meldan Aviaries

1. As herein referenced, the parties to this agreement are identified as follows:

SELLER _____ BUYER: _____

2. This sales agreement and deposit receipt is acknowledged and affirmed as being a complete description of the terms and conditions of sale concerning the following bird(s):

Bird _____ Price _____ Band
_____ Hatch Date _____ See Paragraph 10

All other terms and conditions, either verbal or in writing, are void and superseded by this agreement.

3. SELLER hereby acknowledges receipt of _____ from BUYER towards the purchase price of said bird(s). on the date: _____

3a. Balance owed due in full before bird(s) are delivered or picked up. Final Payment will be 7 Days after Deposit unless Layby is in place. Final payment is then within 8 weeks from commencement of layby.

4. The birds identified at #2 shall be delivered to BUYER or picked up by BUYER on or about the following date: _____ Date may vary according to the bird's weaning schedule. When weaned BUYER agrees that he/she is solely responsible for all costs associated with said delivery, including air, cargo and all other transportation charges associated therewith, if so incurred by SELLER. If the BUYER is unable to take delivery of the bird at the time herein referenced, then SELLER, at his/her sole discretion, may either consider the BUYER'S order cancelled, and retain all deposit monies and sell the bird elsewhere or may renegotiate a delivery time with the BUYER for the bird. The BUYER is fully responsible for any changes in contact information and must inform the SELLER before the bird is ready to be shipped. If SELLER cannot locate buyer when the bird is ready to be shipped then the bird will be re-listed for sale and the order will be cancelled. The BUYER is responsible for keeping track of the estimated date of delivery and making sure they advise the SELLER of their continued intent to buy the bird within 7 days of the agreement due to the bird been taken off the market as the SELLER see the bird as sold. If BUYER does not inform the SELLER in writing within 7 days of not going through with the purchases. Then the SELLER has the right to recover all outstanding cost associated with the up keep of the bird in the time the SELLER is not aware of the BUYER not wanting to go through with purchasing the bird within the 7 days after deposit been made at a cost of \$12 per day for boarding charges.

If the BUYER does not pick up or be available to have the bird shipped to him or her within 8 calendar days of being informed that the bird is ready to go home, then by agreement with the SELLER the bird can be held and a boarding charge of \$12 per day will be charged until the bird is picked up or shipped. If the bird is being shipped via airlines there may be instances when the SHIPPER cannot ship within the specified amount of time, in which case the BUYER will not be charged boarding fees.

5. SELLER warrants that, at the time of delivery, the birds herein referenced are in good health. The BUYER is encouraged to have the birds examined by a licensed avian veterinarian of his/her choice within seventy-two (72) hours (business days) from the time of delivery to verify the health of the birds. If during this 72 hour period, the birds are found to have a condition which

affects their health as determined by the examining licensed avian veterinarian, then upon verification of this condition to SELLER and upon return of the birds by BUYER to SELLER,

SELLER agrees, at his/her sole discretion, to either refund the entire purchase price to BUYER as herein referenced (including deposit monies received) or to supply BUYER with other birds of the same species, sex (if known) and age. It is hereby understood that, prior to receipt of another

bird under this paragraph, BUYER and SELLER shall execute a new Sales Agreement and Deposit Receipt referencing the new bird prior to its delivery to BUYER. SELLER is not held accountable for MINOR gram negative or positive or yeast cultures, unless the situation is found to be extreme or life threatening by an avian certified avian veterinarian, in which instance SELLER will assume responsibility.

6. In the event BUYER fails to have the birds herein referenced examined by a avian veterinarian

within seventy-two (72) hours after delivery, then BUYER understands and agrees that the sale is one of "as is" condition. BUYER understands and agrees that seventy-two (72) hours after delivery of the birds to BUYER, all warranties of health, fitness, whether express or implied by law, are hereby expressly and voluntarily waived by BUYER. All risk as to the Health of the birds referenced herein is with the BUYER and BUYER assumes all risk and cost of injury, death and treatment for the bird's after delivery thereof.

7. In the event SELLER is unable or unwilling to deliver the birds to BUYER for any reason at the time so Identified in #4, including the SELLER'S own decision to keep the birds for him or herself, then SELLER agrees to refund all monies, including deposit monies, to BUYER within seventy-two (72) hours of SELLER'S decision to not deliver the birds.

8. Regardless of the conditions and circumstances surrounding the negotiation of this Sales Agreement and Deposit Receipt, BUYER and SELLER agree that the interpretation and

enforcement of this Agreement shall be governed by the laws of the State within Australia, and any suit instituted by BUYER or SELLER to enforce any term, condition or clause of this Agreement shall be filed in the appropriate Court within Australia.

9. In the event that either party hereto must file suit, as referenced in paragraph #8, to enforce the terms of this Agreement, it is agreed that the prevailing party shall recover all costs, including Legal fees, associated with said enforcement from the losing party.

10. This Agreement has been read and understood by both parties hereto, and by executing the Agreement, the parties agree that all terms and conditions contained herein are acceptable and binding.