



6. **WARRANTY OF TITLE.** The Seller warrants that its title to the Alpaca is free and clear of any liens, charges or other impediments or encumbrances to clear title of any kind.

7. **FITNESS.** The Buyer shall have the right to have the Alpaca inspected by a veterinarian of its, his or her choice.

8. **WAIVER OF IMPLIED WARRANTIES.** The implied warranties of merchantability and suitability for any particular purpose are waived. There are no warranties, which extend beyond the description in this Agreement.

9. **EXPRESS WARRANTIES.** The Seller warrants that the Alpaca is fertile, capable of mating with all reproductive organs normal and operational. The Seller is not aware of any adverse medical condition in the Alpaca.

10. **NO OTHER WARRANTIES.** No other warranties are given. The identification and description of the Alpaca is in the Agreement and any and all representations are limited to those in the Agreement.

11. **NUMBER OF SHARES AND ASSIGNMENT.** The maximum number of shareholders in the Alpaca shall be limited to a maximum of four, the Seller and three buyers. The rights of the Buyer under this Agreement are not assignable in whole or in part without them first being offered in writing to the Seller who shall have 30 days to accept or decline in writing.

12. **ENTIRE AGREEMENT.** This is the entire agreement between the Buyer and the Seller.

13. **TRANSPORT.** It is the responsibility of the Buyer who is to hold the Alpaca for the following month to collect the Alpaca from the Seller and to return it to the Seller at the end of that month unless otherwise previously agreed by the Seller.

14. **ILLNESS.** Each party and any other buyer shall bear normal veterinary costs for the Alpaca save where such costs exceed £200 in a single period when the Alpaca stands at their farm in which case the costs will be shared by the Seller and the Buyer in proportion to their respective shareholdings.

15. **STUD SERVICES.** The Seller and the Buyer may use the Alpaca to provide stud services to their own alpacas and to sell stud services to third parties.

Third party stud services not to exceed two in any one period of 24 hours and nine in one week. The provider of the service will divide stud fees equally between the Buyer and the Seller after deduction of £100. The level of stud service fees shall be agreed between the parties in March of each year and stud income for the previous year shall be accounted for at the same time.

16. **ADVERTISING.** Any advertising of the Alpaca carried out by either party shall refer to the Alpaca as Alpaca Stud NAME and include the names of the other shareholders.

17. SERVICE. Any notice required to be given under this Agreement shall be given in writing to the addresses in this Agreement.

18. JURISDICTION AND LAW. This Agreement shall be governed by the Laws of England and Wales and any dispute, which cannot be resolved between the parties or by Mediation under the auspices of a CEDR, appointed mediator shall be determined under the exclusive jurisdiction of the Courts of England and Wales.

SIGNED

(For and on behalf of

Alpacas)

DATE

SIGNED

(For and on behalf of The Alpaca Stud)

DATE