

**STALLION AI SERVICES LTD  
TERMS AND CONDITIONS  
EQUINE SEMEN COLLECTION/STORAGE FORM  
and  
EQUINE SEMEN COLLECTION PROCEDURES  
BOOKING FORM**

**TERMS AND CONDITIONS:**

These Terms and Conditions apply only to the provision by Stallion AI Services Ltd of Services defined below. Any associated supply or goods of provision of other services by Stallion AI Services Ltd is governed by separate terms and conditions applicable to such supply or provision.

**1. General**

In these Conditions

1.1 'Stallion' means the stallion named in the Booking Form.

'Owner' means the person from whom a Booking Form has been received and accepted for the provision of services by Stallion AI Services Ltd.

'Conditions' means the standard terms and conditions of Stallion AI Services Ltd set out herein together with the Equine Semen Collection Procedures and includes any additional terms and conditions agreed in writing by Stallion AI Services Ltd.

'Contract' means a contract for the provision of services by Stallion AI Services Ltd to the Customer whether made verbally or in writing.

'Literature' means catalogues, pamphlets, price lists and advertising literature provided by Stallion AI Services Ltd.

'Procedures' means Stallion AI Services's separately published procedures applying to Equine Semen Collection Procedures and which form part of these Conditions.

'Services' means the work or services to be provided by Stallion AI Services Ltd under the Contract namely the collection of semen from the Stallion (whether with associated stallion housing or not) and/or equine semen processing, freezing and storage.

'Writing' includes letters, cable, facsimile transmission, E-Mails and comparable means of communication.

1.2 Words importing the singular number shall include the plural and vice versa, words importing any gender shall include all other genders and words importing persons shall include bodies corporate, unincorporated associations, partnerships and individuals.

**2. Orders, Acknowledgements, Conditions and Variations**

2.1 Notwithstanding that Stallion AI Services Ltd may have given a detailed quotation or estimate either verbally or in writing no Booking Form shall be binding on Stallion AI Services Ltd unless and until it has been acknowledged in writing by Stallion AI Services Ltd or the Services are provided by Stallion AI Services Ltd to the customer pursuant to the Booking Form. All bookings are subject to availability and Stallion AI Services Ltd reserves the right to refuse any booking in whole or in part.

2.2 These Conditions are incorporated in the Contract and contain the entire obligations between Stallion AI Services Ltd and the Customer in relation to the Services which are the subject of the Contract. In the case of any inconsistency between any letter or quotation incorporating or referring to these Conditions and any Order, letter or form of contract sent by the Customer to Stallion AI Services Ltd, whatever may be their respective dates, the provisions of these Conditions shall prevail. In the event of Stallion AI Services Ltd entering into the Contract without Stallion AI Services Ltd having submitted a written quotation or other letter or document incorporating or referring to these Conditions but in circumstances where the Customer has had prior notice of these Conditions then the Contract shall be subject to these Conditions.

2.3 No variation of the Contract by the Customer shall be binding on Stallion AI Services Ltd unless accepted in writing by Stallion AI Services Ltd.

2.4 No representations or warranties made by or on behalf of Stallion AI Services Ltd prior to the Contract (whether verbally or in writing) shall form part of the Contract.

**3. Price**

3.1 The price payable for the Services shall be the rate of Stallion AI Services Ltd current at the date of provision of the Services. Stallion AI Services Ltd may at its discretion vary such rate at any time but shall endeavour to give the Customer not less than four weeks' prior notice of the new rate.

3.2 Any price set out in any quotation or estimate shall be considered to have been given solely for information and shall not constitute an obligation on the part of Stallion AI Services Ltd that it will provide the Services at that price.

3.3 All prices are exclusive of any applicable Value Added Tax which will be charged at the rate applicable at the date of invoice.

**4. Time of Performance**

Whilst Stallion AI Services Ltd will make every reasonable effort to complete the Contract by the date or dates therein specified for provision of the Services such date or dates shall only constitute the times by which Stallion AI Services Ltd expects to effect such provision but the time for performance of the Contract by Stallion AI Services Ltd shall not be of the essence of the Contract. Stallion AI Services Ltd's failure to so provide by the due date or dates shall not constitute a breach of Contract and Stallion AI Services Ltd may wholly or partly suspend provision of the Services and the Customer shall accept late provision of the Services.

**5. Terms of Payment**

5.1 Notwithstanding any other provision of these Conditions Stallion AI Services Ltd reserves the right to invoice and require payment for Services in advance.

5.2.1 Unless otherwise agreed the price for the Services shall be due and payable in full to Stallion AI Services Ltd prior to the removal of the stallion from the premises at the termination of the contract.

5.2.2 Should the period of the contract exceed one calendar month interim payments are due for the said month and must be made on receipt of an invoice and in any event before the end of the month referred to in the invoice.

5.3 If the Customer does not pay the whole or any part of the price on the due date then the Customer shall pay to Stallion AI Services Ltd interest on the amount outstanding from the due date until the actual date of payment (as well as before judgement) at the rate of 4% pa over the base rate of National Westminster Bank plc from time to time in force which shall accrue on a daily basis.

5.4 So long as any payment due from the Customer to Stallion AI Services Ltd is outstanding, whether under the same or any other Contract or transaction between Stallion AI Services Ltd and the Customer, Stallion AI Services Ltd shall have a lien on any property of the Customer in its possession and shall be entitled to suspend work on any Contract.

5.5 The Customer shall not be entitled to withhold payment of any amount due to Stallion AI Services Ltd by reason of any disputed claim by the Customer in connection with the Contract nor shall the Customer be entitled to set off against any amount payable under the Contract to Stallion AI Services Ltd any amount which is not then due and payable by Stallion AI Services Ltd or for which Stallion AI Services Ltd disputes liability.

## **6. Suspension and Termination**

6.1 If the Customer shall fail to make any payment when it becomes due (either under the Contract or under any other Contract or transaction between Stallion AI Services Ltd and the Customer) or shall commit any other breach of the Contract and fail to remedy the same within seven days of receiving Stallion AI Services Ltd's request in writing so to do or shall act in such a way as to impede or interfere with Stallion AI Services Ltd's performance of the Contract or any distress or execution is levied upon any goods or property of the Customer or the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an incorporated company) passes a resolution for winding up (otherwise than for the purpose of amalgamation or reconstruction) or a Court makes an order to that effect or an encumbrancer takes possession, or an administrative receiver or receiver is appointed, of any of the property or assets of the Customer, or the Customer ceases, or threatens to cease, to carry on business, or Stallion AI Services Ltd has reason to believe that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly, Stallion AI Services Ltd may -

6.1.1 suspend work on the Contract and/or

6.1.2 hold by way of lien all materials or other property of the Customer in the possession of Stallion AI Services Ltd in respect of work carried out or to be carried out by Stallion AI Services Ltd for the Customer or for the general balance of account for the time being owing to Stallion AI Services Ltd by the Customer and/or

6.1.3 terminate the Contract forthwith and, if the Services or any part of them have been provided but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary but without prejudice to Stallion AI Services Ltd's rights to any unpaid price for Services provided under the Contract and to damages for loss (both direct and consequential) suffered in consequence of such termination.

6.2 Stallion AI Services Ltd may terminate the Contract at any time upon not less than one month's notice in writing to the Customer and the Customer may terminate the Contract at any time by not less than one month's notice (or such shorter period or notice as Stallion AI Services Ltd may in its absolute discretion agree to accept) in writing to Stallion AI Services Ltd. Such termination shall not relieve the Customer of the obligation to pay to Stallion AI Services Ltd all charges accrued under the Contract in respect of Services performed prior to the date of termination and so that Stallion AI Services Ltd shall have a lien as provided in Condition 6.1.2. Stallion AI Services Ltd shall within 14 days after the date of termination refund to the Customer any payment made by the Customer under the Contract representing a prepayment for Services not yet performed prior to the date of termination but after deduction of any amount owing to Stallion AI Services Ltd by the customer whether or not under the Contract.

6.3 In the event of Stallion AI Services Ltd (other than in any of the circumstances set out in Condition 6.1) being prevented from completing the Contract either wholly or in part in accordance with the terms thereof for any reason whatsoever beyond its reasonable control then further performance of the Contract shall be suspended for the period during which Stallion AI Services Ltd is so prevented provided that in the event of the Contract being suspended for a continuous period of more than three months then either party may give the other notice in writing to terminate the Contract forthwith and in such circumstances the Customer shall pay for all Services provided to the date of such termination, such payment to be made on or before the stallion leaves the premises. Stallion AI Services Ltd shall be under no liability whatsoever to the Customer for any direct or consequential loss or damage suffered by the Customer as a result of Stallion AI Services Ltd's inability to perform its obligation under the Contract in these circumstances.

6.4 If Stallion AI Services Ltd shall be prevented from providing Services in accordance with the Contract as a result of (a) delay or default on the part of the Customer or (b) any other reason beyond Stallion AI Services Ltd's reasonable control and the Contract is not terminated in accordance with the other provisions of this Condition Stallion AI Services Ltd shall be entitled to reschedule the date or dates for the provision of the Services to such time or times as it shall reasonably require taking into account its commitments to third parties and in the event of (a) shall be entitled to make a reasonable charge in respect of losses or costs incurred by Stallion AI Services Ltd by reason of provision of the Services being so prevented.

6.5 Stallion AI Services do not store semen on behalf of customers but may make arrangements on behalf of the customer for the storage to be carried out by Genus Ltd and in any event Stallion AI Services shall not be responsible for the safe storage of that semen.

## **7. Warranties of Stallion AI Services Ltd and Limitation of Stallion AI Services Ltd's Liability**

7.1 Stallion AI Services Ltd undertakes to use all reasonable care and skill in performance of the Services and also undertakes to comply with all legislation and regulations for the time being in force applicable to Stallion AI Services Ltd's performance of the Contract.

7.2 Notwithstanding the provisions of Condition 7.1 and having due regard to the inherent risks and uncertainties involved in all biological processes Stallion AI Services Ltd does not guarantee or warrant that a particular outcome will occur as a result of the provision by Stallion AI Services Ltd of the Services. In particular but without limitation Stallion AI Services Ltd gives no warranty that any semen collection or processing will result in the recovery of any usable semen or that insemination of a mare with such semen will result in a pregnancy.

7.3 Subject as otherwise expressly provided in these Conditions and subject always to the provisions of the Unfair Contract Terms Act 1977 the warranty set out in Condition 7.1 shall be in lieu of and to the exclusion of any other warranties, terms, conditions or undertakings whether express or implied by statute, common law or otherwise howsoever.

7.4 Stallion AI Services Ltd's liability to the Customer (whether for breach of contract, negligence or otherwise howsoever) under the Contract and in relation to the Services shall (subject to the provisions of Condition 7.5) be limited as follows :-

7.4.1 Any liability of Stallion AI Services Ltd for any loss or destruction of or damage to semen during the performance of the Services shall be limited to (at Stallion AI Services Ltd's option) either

7.4.1.1 the collection of any equivalent number of doses of semen where the Stallion is still alive, or

7.4.1.2 payment by Stallion AI Services Ltd of compensation of up to £80 per dose of semen lost, destroyed or damaged. Where the customer considers any individual dose of semen is valued at more than £80 **he is strongly advised to effect separate insurance** cover for the loss or destruction of or damage to such semen for the value in excess of £80. Stallion AI Services Ltd's compensation arrangements will not apply where the whole value of the semen (rather than merely the excess over £80) is insured separately by the Customer.

For the purpose of this Condition a 'dose' of semen means that volume of semen which at the time of the relevant loss, destruction or damage it was Stallion AI Services Ltd's general practice to use for a single insemination and so that a dose may comprise one or more straws.

7.4.2 Any liability of Stallion AI Services Ltd in relation to the death, damage or injury of the Stallion shall be limited to the lower of (a) £3,000 and (b) the difference between the value of the Stallion immediately before the death, damage or injury and its value immediately thereafter.

Stallion AI Services Ltd accepts no liability for ill health, infertility, injury or loss of breeding potential of the Stallion as a result of the provision of the Services unless and to the extent caused by Stallion AI Services Ltd's negligence and then only up to a maximum amount as specified in this Condition. **Accordingly the Customer is strongly advised to effect 'all risks' insurance cover for the Stallion whilst involved in the Services.**

7.4.3 In the event that Stallion AI Services Ltd cancels or fails to keep (otherwise than in the circumstances set out in Condition 6) an appointment for Services on any particular occasion Stallion AI Services Ltd's liability shall be limited to the costs (if any) incurred by the Customer in the certification of the Stallion by the Customer's veterinary surgeon in preparation for the Services.

7.4.4 The Customer shall notify Stallion AI Services Ltd as soon as he becomes aware of any event which may give rise to a claim against Stallion AI Services Ltd in respect of the provision of the Services and of such notification if oral shall confirm it in writing within 7 days. No claim in relation to the provision of the Services shall be accepted by Stallion AI Services Ltd unless notified to Stallion AI Services Ltd by the Customer in accordance with this Condition.

7.4.5 In no circumstances and notwithstanding any other provision of these Conditions shall Stallion AI Services Ltd be liable for any loss (whether direct or indirect) of profits, business or anticipated savings or for any indirect or consequential loss or damage whatsoever.

7.5 Nothing in these Conditions shall exclude or restrict any liability of Stallion AI Services Ltd for death or personal injury of any human being resulting from Stallion AI Services Ltd's negligence.

## **8. Customer's Obligations**

8.1 The Customer shall comply with the Procedures.

8.2 The Customer shall keep and provide to Stallion AI Services Ltd all such records and information as are relevant to the subject matter of the Services and to the provision of the Services by Stallion AI Services Ltd.

8.3 Where the Customer is not the owner of the Stallion, he shall notify Stallion AI Services Ltd in writing of that fact and warrant that he has full authority to accept these Conditions on behalf of the owner or any other joint owner. Where the ownership of the Stallion or any of its semen stored by Stallion AI Services Ltd changes during the term of the Contract the Customer shall notify Stallion AI Services Ltd immediately in writing of that fact and undertake to Stallion AI Services Ltd to secure the agreement of the new owner to these Conditions.

8.4 Any failure by the Customer to comply with the obligations in this Condition 8 shall entitle Stallion AI Services Ltd at its discretion to refuse to provide the Services in which event the provisions of Condition 6.4 shall apply.

## **9. Description**

9.1 Stallion AI Services Ltd undertakes to use all reasonable care and skill in the compilation of its literature.

9.2 Notwithstanding the provisions of Condition 9.1, any figures, statements, descriptions, illustrations, photographs, drawings or any other matters contained in the Literature are not guaranteed to be accurate and are intended merely to represent a general picture of Stallion AI Services Ltd's products and services and shall not form part of the Contract.

## **10. Severance**

If at any time any one or more of the provisions of these Conditions becomes or is invalid, illegal or unenforceable in any respect under any law or is held by a court to be invalid, illegal or unenforceable the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

## **11. Jurisdiction**

These Conditions and each and every Contract made pursuant thereto shall be governed by and construed in all respects in accordance with English law and Stallion AI Services Ltd and the Customer hereby agree to submit to the non-exclusive jurisdiction of the English Courts.

## **12. Notices**

Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business (or such other address as may prior to the relevant time have been notified pursuant to this provision to the party giving the notice) and in the case of a company, marked for the attention of the Company Secretary.

## **13. Waiver**

No waiver by Stallion AI Services Ltd or any breach of any provision of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision and Stallion AI Services Ltd shall not be prejudiced by any forbearance or indulgence granted by it to the Customer.

## **EQUINE SEMEN COLLECTION PROCEDURES.**

**These procedures apply to the provision by Stallion AI Services of equine semen collection (and associated stallion housing) and/or equine semen processing, freezing and storage services and form part of the Terms and Conditions governing such provision.**

### **1. Semen Collection by Stallion AI Services.**

- 1.1 Stallion AI Services will collect semen from the Stallion while the Stallion is at Twemlows Hall Collection Centre or at other premises that Stallion AI Services have agreed with the customer to use.
- 1.2 Stallion AI Services will arrange for the semen to be collected by a person experienced in such work.
- 1.3 Stallion AI Services will collect semen from the stallion to such quantity as may be agreed between Stallion AI Services and the Customer, provided that the Stallion is reasonably easy to handle and is not suffering from any injury, ill health or functional disability.
- 1.4 Stallion AI Services shall be entitled to refuse to receive the Stallion at the Collection Centre unless satisfied that the Stallion has been isolated to a satisfactory standard and that the health tests required by Stallion AI Services have been carried out to the current schedule and with satisfactory results.
- 1.5 The Customer will be notified when Stallion AI Services is satisfied that the above requirements have been complied with and the Customer shall then deliver the Stallion to the Collection Centre on a date and at a time to be agreed with Stallion AI Services. The vehicle in which the Stallion is so delivered must be thoroughly cleaned and disinfected before use for this purpose.
- 1.6 On arrival at the Collection Centre the Stallion must be accompanied by a current vaccination certificate in respect of equine influenza and tetanus and by a passport with a sufficiently detailed description of the animal to enable positive identification.
- 1.7 The Customer agrees to Stallion AI Services carrying out all necessary health tests on the Stallion at the Collection Centre. The Customer also agrees to any necessary veterinary treatment being administered to the Stallion whilst in Stallion AI Services' care, including the use of a sedative to facilitate swabbing. All such health tests and veterinary treatment will be charged to the Customer by the veterinary surgeon and is payable whether or not the stallion subsequently produces freezable semen.
- 1.8 The Customer shall deliver and remove the Stallion to/from the Collection Centre but Stallion AI Services may house the Stallion there or at any other premises (or the premises of a veterinary surgeon) between such delivery and removal.

Stallion AI Services may keep other horses at the premises to which the Stallion is delivered or at which it is housed and will not be responsible to the Customer for any loss which may result from the presence on these premises of any animal which has been or becomes infected with any disease or which has been or becomes a reactor to any health tests.

- 1.9 If Stallion AI Services gives notice to the Customer that such quantity of semen as may have been agreed between Stallion AI Services and the Customer has been collected or that it appears to Stallion AI Services that the Stallion is not suitable for providing satisfactory semen for processing or storage or is suffering from any injury, ill-health or functional disability, Stallion AI Services may give the Customer seven days notice requiring the Customer to remove the Stallion from the Collection Centre and following such notice the Stallion shall be removed on a date agreed between the Customer and Stallion AI Services.
- 1.10 The Customer may remove the Stallion from the Collection Centre at any time on a date and at a time agreed with Stallion AI Services after giving seven days notice to Stallion AI Services provided that such removal is not in breach of any relevant statutory or regulatory requirement.
- 1.11 The Customer shall remove the Stallion from the Collection Centre on a date and at a time to be agreed by Stallion AI Services. The vehicle in which the Stallion is so removed must be thoroughly cleaned and disinfected before use for this purpose.

### **2. Acceptance of semen for processing (no collection by Stallion AI Services).**

Equine semen delivered to Stallion AI Services for processing must be diluted 1:1 in an agreed Transport Medium in a clearly labelled container in accordance with the instructions provided and must be accompanied by a certificate signed by the Customer's veterinary surgeon:-

- 2.1 Stating the name and registration details of the donor stallion.
- 2.2 Certifying that the semen comes from the named stallion.
- 2.3 Stating the health status of both the stallion and the semen.
- 2.4 Listing health tests carried out on the stallion (and teaser where appropriate) with the dates and results of testing (N.B. tests must include EVA, CEM, Pseudomonas aeruginosa and Klebsiella pneumoniae (capsule types 1, 2 and 5).
- 2.5 Certifying that the Stallion was isolated, for at least seven days before the first health test referred to at 2.4 above, from horses not tested to the same standard.
- 2.6 Certifying that, at the time of collection of the semen, the Stallion showed no clinical signs of infectious disease.

### **3. Processing, Freezing and Storage.**

- 3.1 Stallion AI Services may, with a view to rendering the semen collected serviceable, submit it to such treatment as Stallion AI Services thinks fit but if in the opinion of Stallion AI Services the semen cannot be rendered serviceable the semen may be destroyed.
- 3.2 The semen collected from the Stallion will be the property of the Customer and Stallion AI Services will freeze and store it on behalf of the Customer and will at the Customer's request release it to the Customer or as the Customer shall direct subject to the other provisions of these Procedures and the Conditions.
- 3.3 If at any time it appears to Stallion AI Services that any of the Stallion's semen which has been stored is unsuitable for use or for further storage for use Stallion AI Services may destroy it at the expiration of 28 days written notice to the Customer unless before such expiration the Customer requires Stallion AI Services to release the semen to a person who is willing to receive it. If such a notice is given by Stallion AI Services during a period when the place where the semen is stored is within an infected place or area for the purpose of the Animal Health Act 1981 or any other statutory or regulatory provision relating to the disease of animals it shall be deemed not to have been given until the expiry of such period.

