

## FOALR

### STANDARD SERVICE CONTRACT

#### **Between, on the one hand, the Seller:**

*According to the information provided in the Stallion Form at the time of the Order, which is included in the FoalR Order Confirmation.*

#### **And on the other hand, the Purchaser:**

*According to the information provided at the time of the Order, which is included in the FoalR Order Confirmation.*

#### **Mare:**

**Name:** *According to the information provided by the Purchaser to the Seller, which is included in the FoalR Order Confirmation*

**SIRE (or equivalent, if applicable):** *According to the information provided by the Purchaser to the Seller, which is included in the FoalR Order Confirmation.*

**Breed:** *According to the information provided by the Purchaser to the Seller, which is included in the FoalR Order Confirmation.*

**If applicable, the insemination centre chosen:** *According to the information provided by the Purchaser to the Seller, which is included in the FoalR Order Confirmation.*

#### **Stallion:**

*Stallion chosen by the Purchaser at the time of the Order, as described on the FoalR Stallion Form at the time of the Order, the identity and description of which are included in the FoalR Order Confirmation*

#### **IT HAS BEEN AGREED THAT :**

##### **1. IAC (Frozen Artificial Insemination)**

**Shipping.** The straws will only be sent to the address of the insemination centre previously indicated by the Purchaser via the Website.

**Terms of Use.** The purchase of a Service only gives rise to provision of straws for the Service and does not include a transfer of property. Therefore, the unused straws remain the Seller's property at the end of the season and must be returned to the storage centre by the insemination centre.

The Service is reserved by the Purchaser for the mare indicated by the Purchaser via the Website as part of the transmission of Mare Information. Unless otherwise agreed between the Parties, any change of mare is prohibited.

**Embryo transfer.** The Service contract is valid for one foal only. As a result, it is forbidden to transfer more than one embryo from the inseminated mare.

##### **2. Monte IART (Transported Refrigerated Artificial Insemination)**

**Shipping.** The straws will only be sent to the address of the insemination centre previously indicated by the Purchaser via the Website.

**Terms of Use.** Under no circumstances can the straws be used for ICSI.

The Service is reserved by the Purchaser for the mare indicated by the Purchaser via the Website as part of the transmission of Mare Information. Unless otherwise agreed between the Parties, any change of mare is prohibited.

The unused dose(s) remain the property of the Seller. The resale of straws is strictly prohibited.

**Embryo transfer.** The Service contract is valid for one foal only. As a result, it is forbidden to transfer more than one embryo from the inseminated mare.

### 3. **ICSI**

**Authorization.** The Purchaser authorises the chosen ICSI centre to inseminate the oocytes resulting from the collection of a single puncture.

**Availability.** The payment of the Service entitles the Purchaser to the use of the semen in a single ICSI for all the oocytes harvested during the oocyte retrieval. Straws are provided on a provision basis and no transfer of ownership of the straws takes place. The resale of straws is prohibited.

### 4. **In-hand Service, pasture Service or Refrigerated Artificial Insemination**

**3.1. Delivery of the mare.** The date of arrival of the mare and the livery period are decided after agreed upon between the two parties, depending on the availability of the Stallion and the Seller or, if applicable, the insemination centre designated by the Seller.

The arrival and departure of the mare is the sole responsibility of the Purchaser and her transport is at the Purchaser's expense. The transfer of custody of the mare takes place after the disembarkation and is completed before the embarkation operation. The original of the mare's identification documentation is provided to the Seller or the person in charge of the insemination centre for the full term of the mare's stay.

**3.2. Health status – up-to-date vaccinations.** The mare must be up to date with vaccinations for influenza, rhino pneumonia and tetanus and must arrive in a good state of health. The Purchaser must inform the Seller or the insemination centre of any particular condition that the mare may carry, even in the absence of visible signs (health problems affecting other horses that have been in contact with the mare before her arrival, such as ringworm, strangles, etc.) so as not to contaminate the Stallion. In addition, the mare must not be shod behind. Any specificity related to the mare must be communicated to the Seller or to the insemination centre (allergy, eating disorder, mechanical disorder, etc.).

The Seller or the insemination centre reserves the right to refuse the Service if the mare does not have the necessary health guarantees or if he/she considers that the mare is exhibiting aggressive behaviour that could lead to injuries to the Stallion.

### 5. **Consent – Pre-Contractual Information.**

The Purchaser declares that he/she is fully aware of the conditions under which the purchased Service will take place and in particular of the health and physical risks inherent in the type of Service. Before purchasing a Service, the Seller invites the Purchaser to consult his/her usual veterinarian.

### 6. **Liability**

Any breach of the Contract, in particular through any fraudulent use of straws, or the illegal sale of Services, may be subject to legal proceedings. However, under no circumstances can the Seller be held liable in the event of damage to the mare, her oocytes or embryos. Indirect damages are excluded.

### 7. **Governing Law. Jurisdiction.**

This Agreement is subject to French law. In the event of a dispute, the competent jurisdiction is that of the main residence of the Seller (natural person) or the registered office of the Seller (legal person).