



Ulbert 390, Sport - Per Dose Frozen Semen Sales Agreement

This Per Dose Frozen Semen Sales Agreement (the “Agreement”) is entered into as of _____ (“Effective Date”) by and between Iron Spring Farm, Inc., a Pennsylvania corporation with its principal place of business at 75 Old Stottsville Road, Coatesville, PA 19320 (“ISF”) and the purchaser listed below (“Purchaser”).

<u>PURCHASER INFORMATION</u>		
Purchaser's Name:		
Address:		
Phone:	(Primary Phone)	(Alt. Phone)
Email:		

1. The Purchaser wishes to purchase frozen semen from the following stallion (the “Stallion”):

<u>STALLION INFORMATION</u> (the “Stallion”)			
Stallion's Name:	Ulbert 390, Sport	Breed/Registration Number:	KFPS 528004199809241

2. PURCHASE PRICE:

- (a) Purchaser agrees to purchase ____ dose(s) of frozen semen from the Stallion (the “Semen”) for a cost of **\$500.00 per dose** for a total purchase price of \$_____ plus applicable taxes (“Purchase Price”), payable in U.S. Dollars. Purchaser shall pay the Purchase Price upon execution of this Agreement.

The Purchase Price only includes the purchase of the Semen. Any additional fees due from the Purchaser hereunder are described below in Sections 3(b) and 4 (collectively, “Additional Service Fees”). After payment by Purchaser of the full amount of the Purchase Price and the Additional Service Fees, ISF agrees to provide the Semen. No Semen will be released to the Purchaser until the Purchase Price and all Additional Service Fees hereunder have been paid in full.

3. SHIPPING DESTINATION AND STORAGE

- (a) If Semen is being shipped, it shall be shipped to the following destination by Select Breeders Service, Inc. (“SBS”):



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SHIPPING DESTINATION INFORMATION ("Destination")			
Attention:			
Address:			
Special Delivery Instruction:		WAIVE SIGNATURE:	YES or NO
Phone Number:	(phone)	(email)	
Will the Semen be shipped or stored at SBS? (if Semen is not shipped within 14 days of the Effective Date, Purchaser must make arrangements with SBS for storage of the Semen within 14 days of the Effective Date):	(circle one) SHIPPED or STORED		
If shipped, what is the date of shipment? ("Shipping Date")			

- (b) Within 14 days of the Effective Date, Purchaser must notify ISF in writing to make arrangements with SBS to ship the Semen to the Destination on the Shipping Date or the Purchaser must open an account with SBS and pay for the storage of the Semen. Failure to notify ISF in writing to make arrangements to have the Semen shipped or to open an account with SBS within 14 days of the Effective Date may result in storage fees being charged to Purchaser ("Storage Fees").
- (c) If, within six (6) months of the Effective Date, Purchaser has not notified ISF in writing to make arrangements with SBS to ship the Semen to the Destination or Purchaser has not opened up an account with SBS for the storage of the Semen, ownership of the Semen automatically reverts to ISF and all of Purchaser's right, title and interest to the Semen shall terminate. There shall be no refund to Purchaser for any fees and Purchaser shall still owe all applicable Storage Fees.

4. STORAGE, DISTRIBUTION AND ADDITIONAL FEES.

- (a) Storage Fees: The Semen is currently stored at SBS. Storage Fees are payable to SBS at their published rates at the time each Storage Fee is incurred. Storage Fees owed to SBS will be charged to Purchaser's credit card.
- (b) Distribution Fees. Packing and shipment of Semen for ISF is performed by SBS. The packing and shipping expenses (together "Distribution Fees") for the current breeding season are set out in ISF's Schedule of Breeding Fees and are payable by Purchaser to SBS. The Distribution Fees payable to SBS will be charged to Purchaser's credit card prior to the Semen shipment.
- (c) Shipping Container. Semen is shipped in specialized containers which shall at all times remain the property of SBS. Each shipping container must be returned to SBS in good condition within the timeframe listed on the container and by the method specified in the container documents which are provided to Purchaser along with the Semen. A Late Fee, as set out in SBS's fees, may be assessed to Purchaser's credit card for late return of the shipping container. Any loss or damage to the container will be the responsibility of the Purchaser and the repair or replacement cost will be charged to the Purchaser's credit card. All Fees payable to SBS under this Section 4(c) will be charged to Purchaser's credit card.



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- (d) **Credit Card Required.** ISF requires that the Purchaser provides valid credit card information to ISF for payment of the Purchase Price and Additional Service Fees prior to the shipment of Semen. Applicable sales tax will be charged with respect to each Fee hereunder.

Purchaser hereby authorizes ISF and SBS to directly bill the following credit card account number for the Purchase Price and all Additional Service Fees incurred in connection with this Agreement. ISF and SBS reserve the right to refuse to perform any service under this Agreement except upon their receipt of authorization of applicable charges to the following credit card account with respect to which the Purchaser is an authorized user:

<u>CREDIT CARD INFORMATION</u>			
Visa/MC/Discover/Amex Account Number:		Expiration Date:	
Account Holder Name:		Security Code:	
Account Billing Address:			

- (e) **IN NO EVENT WILL SEMEN BE SHIPPED UNLESS ALL CHARGES AND FEES DUE AND PAYABLE HEREUNDER HAVE BEEN PAID IN FULL.**
- (f) There will be no refund of any fees hereunder except as provided herein.
5. **REPORT OF BREEDINGS.** The Purchaser shall report any breedings to the relevant breed associations. ISF has no duty or obligation to issue any breeding certificates.
6. **TERMINATION.** Should ISF terminate this Agreement for any reason prior to shipment of the Semen, ISF will refund the Purchase Price to Purchaser's credit card within two business days.
7. **LIMITATION OF WARRANTIES:** ISF warrants that the Semen has been processed and tested and is of marketable quality at the time of sale. PURCHASER SPECIFICALLY WAIVES ANY OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED BY LAW. There is no live foal guarantee with regard to the Semen.
8. **NO ANIMAL CRUELTY:** Purchaser represents that Purchaser has never been convicted of, pled guilty to, or is currently under investigation for animal cruelty.
9. **ASSIGNMENT:** Purchaser may not assign or transfer this Agreement without the prior written consent of ISF.
10. **LIMITATION OF LIABILITY:** PURCHASER ACKNOWLEDGES AND AGREES THAT ISF SHALL NOT BE LIABLE TO PURCHASER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES, (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST WAGES) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF ISF UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL PAYMENT BY PURCHASER TO ISF HEREUNDER.
11. **GENERAL PROVISIONS:** ISF's waiver of any breach or failure to insist on complete performance of any term under this Agreement is not to be construed as a general waiver as to the other terms or as to ongoing waiver of the same term of this Agreement, and will not impair ISF's future right to enforce its rights hereunder. This Agreement



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constitutes the entire agreement between the parties with regard to the subject matter addressed herein, and there are no other understandings, representations, warranties or agreements, oral or written. This Agreement may not be changed, modified or amended in whole or in part, except in writing, signed by both parties. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles, and the courts of the Commonwealth of Pennsylvania and the United States Courts for the Eastern District of Pennsylvania and shall have exclusive jurisdiction over any disputes arising hereunder.

12. Purchaser acknowledges that Purchaser has read this entire Agreement and understands and agrees to the terms set forth herein.

Executed as of the date first set out above:

Iron Spring Farm, Inc.

Purchaser

By: _____
Its duly authorized agent
