



STALLION AI SERVICES LTD



“Using the latest technology in equine breeding”

FROZEN SEMEN STORAGE AND EQUINE SEMEN DISTRIBUTION FORM

Customer Trading Name and Address

.....

County Post Code

Tel. No. Mobile.....

Website Email.....

Stallion Name Registration No

Registered* GSB/NTR/SHB(GB)/IDHS/BHD/WP&C/Other (Please specify)

*(Please circle as appropriate)

Date of birth..... Colour Heighthh

Breed Discipline/Use

Would you like to have your stallion's details posted on our website? YES/NO (Please delete as appropriate)

Total No of Insemination Doses to be stored

No of straws per dose..... Colour of straws.....

Markets frozen for:* UK EU Australia NZ South Africa Canada

*(Please circle as appropriate)

USA Other (Please specify)

Date stored from

I am the owner/authorised agent of the owner* of the semen and have read and agree to the Terms and Conditions for Equine Semen Distribution and Frozen Equine Semen Storage, including those limiting Stallion AI Services' liability (7.4), and the Equine Semen Storage and Distribution Procedures. (*Delete as appropriate. Stallion AI Services will require confirmation of an agent's authority from the owner.)

I agree to pay all amounts owing to Stallion AI Services Ltd upon request and in accordance with the above Terms and Conditions.

Stallion AI Services Ltd will insure any semen stored up to a maximum liability of £50 per dose.

I do not require additional insurance cover I have obtained suitable insurance cover (please tick as appropriate)

Signed (Owner or Agent) Name (Block Letters)..... Date.....

(I should prefer charges not to exceed £.....excl. Vat. Please contact me before they do so.)

To be returned to: Stallion AI Services Ltd, Twemlows Hall, Whitchurch, Shropshire, SY13 2EZ Tel: 01948 666295 Fax: 01948 662663
Email: tullis@stallionai.com Web: www.stallionai.com

**STALLION AI SERVICES LTD
TERMS AND CONDITIONS FOR
EQUINE SEMEN DISTRIBUTION
FROZEN EQUINE SEMEN STORAGE
and**

EQUINE SEMEN STORAGE AND DISTRIBUTION PROCEDURES

These Terms and Conditions apply only to the provision by Stallion AI Services Ltd of the 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

1.1 In these terms and conditions the following words and expressions shall except where the context otherwise requires have the following meanings:

'Booking Form' means the Frozen Equine Semen Storage and Equine Semen Distribution booking form

'Collection Centre' means Twemlows Hall, Whitchurch, Shropshire, SY13 2EZ

'Conditions' means the standard terms and conditions of Stallion AI Services Ltd set out herein together with the Equine Semen Storage and Distribution Procedures and includes any additions or modifications made by Stallion AI Services Ltd from time to time.

'Contract' means the Booking Form completed by the customer and Stallion AI Services Ltd's acceptance of it.

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

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

'Procedures' means Stallion AI Services Ltd's published Equine Semen Storage and Distribution Procedures as amended from time to time and which form part of these Conditions.

'Semen' mean the semen stored or distributed by Stallion AI Services as part of the Service.

'Services' means the work or services to be provided by Stallion AI Services Ltd under the Contract namely the long term storage of frozen semen and the distribution of semen but excluding the collection of semen from the Stallion and training of the Stallion for that purpose (whether with associated stallion housing or not), the evaluation of semen and the temporary storage of fresh/chilled semen all of which are subject to the Terms and Conditions for Equine Semen Collection.

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

'Value Added Tax' means value added tax chargeable under English law for the time being and any similar additional tax.

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.

1.3 Condition, schedule and paragraph headings shall not affect the interpretation of these conditions.

1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 A reference to writing or written includes faxes but not e-mail.

1.6 Any obligation in the Contract on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

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 accepted 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 agreement 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 Booking Form 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 one week 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 Semen from the Collection Centre. Stallion AI Services Ltd reserves the right not to release the Semen to the Customer until all monies due to Stallion AI Services Ltd from the Customer have been paid in full.

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 the greater of (a) interest on the amount outstanding from the due date until the actual date of payment (as well as before judgement) at the rate of 8% per annum over the base rate of National Westminster Bank plc from time to time in force which shall accrue on a daily basis or (b) a surcharge of 10% to be levied upon and added to the amount outstanding.

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 Without prejudice to any other rights or remedies, Stallion AI Services Ltd reserves the right to put any goods over which it has a lien into a saleable state, to sell such goods upon such terms as the seller sees fit and to retain from the proceeds of sale sufficient to pay all monies due from the Customer to Stallion AI Services Ltd (including any costs incurred in putting the goods into a saleable state and the expenses of the sale).

5.6 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 emburrancer 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 removes the Semen from the Collection Centre 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 giving 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 10 working 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 including but not limited to a Force Majeure as defined in clause 14 below 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 in accordance with these Conditions. 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 these Conditions 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 The collection, evolution, storage of fresh/chilled Semen and Stallion training by Stallion AI Services Ltd shall be subject to Stallion AI Services Ltd's Terms and Conditions for Equine Semen Collection and in accordance with Stallion AI Services Ltd's Equine Semen Collection Procedures provided always that Stallion AI Services Ltd shall not be responsible and shall accept no liability in respect thereof unless the Customer has completed Stallion AI Services Ltd's Equine Semen Collection Booking Form and the same booking form has been accepted in writing by Stallion AI Services Ltd.

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 stored or distributed 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 Sale of Goods Act 1979 the Supply of Goods and Services Act 1982 and the Misrepresentation Act 1967 where applicable 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 to 7.7) be limited as follows:-

7.4.1 In respect of any loss or destruction of or damage to semen during the performance of the Services (at Stallion AI Services Ltd's option) either

7.4.1.1 the collection of any equivalent number of doses of semen where such collection can reasonably be effected, or

7.4.1.2 payment by Stallion AI Services Ltd of compensation of up to a maximum of £50 per dose of semen lost, destroyed or damaged. Where the Customer considers any individual dose of semen is valued at more than £50 **the Customer is strongly advised to effect separate insurance cover for the loss or destruction of or damage to any semen** for the value in excess of £50. Stallion AI Services Ltd's compensation arrangements will not apply where the whole value of the semen (rather than merely the excess over £50) 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 Stallion AI Services will not undertake the delivery of Semen to or from the Collection Centre or any other location and will under no circumstances be responsible for any loss or damage occasioned during transit and howsoever caused whether consequential or otherwise. Risk in the Semen shall not pass to Stallion AI Services before the Semen is accepted at the Collection Centre.

7.4.3 If, at the Customer's request, Stallion AI Services arranges for the transport of Semen from the Collection Centre to a location specified by the Customer, risk shall pass to the Customer on collection of the Semen from the Collection Centre regardless of whether such collection is carried out by the Customer its agents or representatives or by Stallion AI Services or its agents or representatives or by a third party. **The Customer is strongly advised to effect insurance cover for any loss or damage occasioned during the transport of Semen.** Stallion AI Services Ltd will not arrange for the transport of Semen unless the Customer has completed the Equine Semen Distribution Request and returned it to Stallion AI Services Ltd.

7.4.4 Time of delivery shall not be of the essence. Any time or date for delivery given by or on behalf of Stallion AI Services is given in good faith, but is an estimate only.

7.4.5 The Customer will bear the cost of all transport and insurance in respect thereof of Semen to and from the Collection Centre or other premises as appropriate. If Stallion AI Services arranges for the transport of Semen at the Customer's request Stallion AI Services shall be entitled to immediate payment from the Customer of any costs incurred in relation to such transport together with the cost of obtaining suitable insurance cover. Under no circumstances will Stallion AI Services agree to arrange transport of Semen on behalf of a Customer without also arranging for suitable insurance cover at the Customer's expense.

7.4.6 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 Services and if such notification is oral shall confirm it in writing within 7 days. No claim in relation to the provision of Services shall be accepted by Stallion AI Services Ltd unless notified to Stallion AI Services Ltd by the Customer in accordance with this Condition.

7.4.7 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 If and to the extent that s.6 and/or s.7(3A) of the Unfair Contract Terms Act 1977 applies to the Services no provision of these Conditions shall operate or be construed to operate so as to exclude or restrict the liability of Stallion AI Services Ltd for breach of the express warranties contained in Condition 5 of that Act or for breach of the applicable warranties as to title and quiet possession implied into these Conditions by s.12(3) of the Sale of Goods Act 1979, or s.2(3) of the Supply of Goods and Services Act 1982 whichever Act applies.

7.6 Where the Customer is a natural person and if and to the extent that s.2(1) of the Unfair Contract Terms Act 1977 applies nothing in these Conditions shall operate or be construed to operate so as to exclude or restrict the liability of Stallion AI Services Ltd for death or personal injury to any human being caused by reason of the negligence of Stallion AI Services Ltd or of its servants employees or agents.

7.7 No provision of these Conditions shall have effect or operate so as to exclude any liability of one of the parties in respect of fraud or a fraudulent misrepresentation made by that party to the other or to restrict or exclude any remedy which the other party may have in respect of such fraud or fraudulent misrepresentation.

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 provision of the Services by Stallion AI Services Ltd.

8.3 Where the Customer is not the owner of the Stallion or of the Semen, 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 undertakes to Stallion AI Services Ltd to procure the acceptance by the new owner of these Conditions.

8.4 The Customer will co-operate with the Supplier in all matters relating to the Services.

8.5 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 and the provisions of Condition 6.4 in respect of event (a) shall then 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 as guidance of Stallion AI Services Ltd's products and services and shall not form part of the Contract.

10. Severance

10.1 If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

10.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal provided always that it shall be modified to the minimum extent possible and in accordance with the intentions of the parties at the time of the creation of the Contract.

10.3 The parties agree, in the circumstances referred to in condition 10.1 and if condition 10.2 does not apply, to attempt to substitute for any invalid, unenforceable or illegal provision a valid, enforceable and legal provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

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

Notice given under the Contract shall be in writing, sent for the attention of the person, and to the address or fax number given in the Contract (or such other address, fax number or person as the relevant party may notify to the other party) and shall be delivered personally, sent by fax or sent by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, 24 hours after delivery, in the case of fax, 24 hours after the time of transmission, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting and, if deemed receipt under this condition 22 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is a business day), at 9.00 am on the first business day following delivery. To prove service, it is sufficient to prove that the notice was transmitted by fax, to the fax number of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

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.

14. Force Majeure

Stallion AI Services Ltd shall have no liability to the Customer under Contract if it is prevented from or delayed in performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of Stallion AI Services Ltd or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors (a 'Force Majeure').

15. Assignment

15.1 The Customer shall not, without the prior written consent of the Stallion AI Services Ltd assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

15.2 Stallion AI Services Ltd may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

16. No Partnership or Agency

Nothing in the Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any

representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

17. Rights of third Parties

The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

Revised 05 December 2006

EQUINE SEMEN STORAGE AND DISTRIBUTION PROCEDURES

These procedures apply to the provision by Stallion AI Services Ltd of long term storage of frozen semen and the distribution of semen and form part of the Terms and Conditions governing such provision.

- 1 Stallion AI Services Ltd will store semen at Twemlows Hall, Whitchurch, Shropshire, SY13 2EZ (the Collection Centre) or at other premises that Stallion AI Services Ltd may in its absolute discretion withhold use.
- 2 Stallion AI Services Ltd will arrange for the semen to be stored by a person experienced in such work.
- 3 Stallion AI Services Ltd will store semen from the Stallion to such quantity as may be agreed between Stallion AI Services Ltd and the Customer.
- 4 Stallion AI Services Ltd shall be entitled in its absolute discretion to refuse to receive any Semen at the Collection Centre for any reason.
- 5 The Customer shall deliver the Semen to the Collection Centre on a date and at a time to be agreed with Stallion AI Services Ltd. The container in which the Semen is delivered must be suitable for this purpose and Stallion AI Services Ltd shall be entitled in its absolute discretion to refuse to receive any Stallion delivered in a container which is not considered a satisfactory standard.
- 6 The Customer agrees to Stallion AI Services Ltd carrying out all necessary tests and procedures on the Semen as appropriate for its storage or distribution.
- 7 In respect of Semen delivered to Stallion AI Services Ltd a straw (being part of a single dose) of a Semen will be thawed and examined under a microscope for motility and morphology. This is a guide only as to the quality as to the Semen but the Stallion AI Services Ltd gives no guarantee in respect of any tests carried out on the Semen regarding the fertility suitability of the Semen or otherwise.
- 8 If it appears to Stallion AI Services Ltd that the Semen is not suitable for storage or distribution or if 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, then, without prejudice to any other rights or remedies it may have, Stallion AI Services Ltd may give the Customer seven days notice requiring the Customer to remove the Semen from the Collection Centre and following such notice the Semen shall be removed by the Customer within seven days, unless otherwise agreed between the Customer and Stallion AI Services Ltd.

Stallion AI Services Ltd shall be entitled in its absolute discretion and without notice or compensation to the Customer to destroy or dispose of any Semen which is the subject of such notice and has not been removed by the Customer in accordance with this paragraph 7.
- 9 Subject always to the Terms and Conditions the Customer may remove the Semen from the Collection Centre at any time on a date and at a time agreed with Stallion AI Services Ltd after giving seven days notice to Stallion AI Services Ltd provided that such removal is not in breach of any relevant statutory or regulatory requirement.