



## Terms and Conditions (Products and Services)

---

These terms and conditions set out the terms on which Stallion AI Services Limited provides products and/or services to you (including any courses and events), whether at any of our locations or via any websites, online platforms or other applications operated by or on our behalf.

---

### 1. Information about who we are and how to contact us

#### *Information about us*

- 1.1 Stallion A.I Services Limited (**Stallion AI Services, we, us or our**) is a limited company registered in England and Wales under company number 03945905 and has its registered office at International House, 6 Market Street, Oakengates, Telford, Salop, TF2 6EF.
- 1.2 Stallion AI Services is a global leader in equine reproduction, trusted by breeders worldwide. We offer a comprehensive range of reproductive products and services for stallions, as well as educational and training courses and events.

#### *How to contact us*

- 1.3 To contact us, please email [office@stallionai.com](mailto:office@stallionai.com) or call us on 01948 666295.

### 2. Introduction and acceptance of these Terms

#### *Please read these Terms carefully*

- 2.1 Please read these Terms carefully before purchasing our Products, Services or using our Site, so that you are aware of your legal rights and obligations. These Terms contain information about how we will provide products and/or services to you, how you and we may change or end the Contract, what to do if there is a problem and other important information.

#### *What these Terms cover*

- 2.2 These Terms cover all Products and Services supplied by us whether this is via our Site, at one of our Locations or otherwise. This may include, but is not limited to, any or all of the following:
  - 2.2.1 Services: relating to the collection, processing and distribution of Semen, livery services, agency services, educational and training courses and events and marketing and advertising services. Please note we may also provide Services and collect payment on behalf of our affiliate company, Cryogenetics Limited, in respect of the storage and/or distribution of frozen Semen (and these Terms will apply to all such Services provided); and
  - 2.2.2 Products: equipment for assisted reproduction, equine reproduction, veterinary and laboratory equipment and supplements, whether supplied online via our Site or at one of our Locations.

#### *Acceptance of these Terms*

- 2.3 By using our Site and/or purchasing Products and/or Services from us, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use our Site, Products or Services. If you are in breach of these Terms (or any part of them), your right to access and use our Site, Products and Services will cease immediately.
-

- 2.4 These Terms will apply to the exclusion of and take precedence over all other terms and conditions and/or agreements/conditions for supply of goods and services whether contained in any purchase order, communication or other document issued by or on your behalf.

### 3. Definitions and interpretation

- 3.1 In these Terms, the following words and expressions will have the following meanings:
- 3.1.1 **Booking Form:** means the booking form(s) completed by or on your behalf including details of the Services.
  - 3.1.2 **Collection Centre:** means the collection centre specified via the Booking Form or agreed by us in writing.
  - 3.1.3 **Contract:** means the contract between you and us for the supply of Products and Services, including the Booking Form, these Terms and any additional terms we have agreed in writing.
  - 3.1.4 **Courses:** means any educational or training courses and/or events we provide to you or host as part of the Services whether online or at a Location.
  - 3.1.5 **DEFRA:** Department for Environment, Food and Rural Affairs.
  - 3.1.6 **Location:** means the relevant physical location, site, course centre, Collection Centre or trade event or show via which Products or Services are supplied by us.
  - 3.1.7 **Products:** means all goods and products purchased or to be purchased from us, including via our Site or any Location (in each case excluding any Semen).
  - 3.1.8 **Semen:** means the semen collected, stored and/or distributed on your behalf by us as part of the Services.
  - 3.1.9 **Services** means the work or services we have agreed to provide pursuant to the Contract, including, without limitation, those set out in the Booking Form (and including any Courses).
  - 3.1.10 **Site:** any website, mobile or online application or similar device, platform or other application operated by or on our behalf.
  - 3.1.11 **Stallion** means the relevant stallion(s) we have agreed with you to provide Services in respect of, including such stallion(s) specified in the Booking Form.
  - 3.1.12 **Terms:** means these Terms and Conditions for Products and Services.
  - 3.1.13 **Value Added Tax:** means value added tax chargeable under English law for the time being and any similar, equivalent or additional tax.
  - 3.1.14 **you** or **your:** means the relevant customer named in the Booking Form and/or the relevant person or entity who purchases Products and/or Services from us.
- 3.2 In these Terms:
- 3.2.1 a **person** includes a natural person corporate or unincorporated body (whether or not having separate legal personality).
  - 3.2.2 any words following the terms **including, include, in particular, for example** or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.
  - 3.2.3 a reference to writing includes email.
  - 3.2.4 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
  - 3.2.5 any reference to the singular includes a reference to the plural and vice versa and any reference to the masculine includes a reference to the feminine and vice versa.
  - 3.2.6 any reference to a party not carrying out an act will be construed as also not attempting to carry out that act and also not permitting that act to be carried out.

### 4. We do not provide business customers all the same rights as consumers

- 4.1 Business customers do not benefit from all of the same rights as consumers under these Terms. For example, business customers are not always permitted to cancel their orders and have different rights where there is a problem with a Product. Where a term applies only to businesses or only to consumers within these Terms, this is clearly stated.
- 4.2 Please note, you are a business customer (and not a consumer) if you are purchasing Products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

### 5. Orders and acknowledgments

*Online / on-premises orders*

---

- 5.1 For orders made online or via our Site, after you have completed and submitted an order, we will send an acknowledgement email to you which will confirm the relevant Products and/or Services you have ordered. Please note this email is not an order acceptance from us as we may be unable to accept your order in certain circumstances (please see further information below), in which case we will contact you in respect of this.
- 5.2 For orders submitted via email or at one of our Locations, you may be required to complete, sign and return a Booking Form to us. No Booking Form or request for the provision of Products or Services by us will be binding on us unless and until it has been accepted by us or in the case of Services, we commence provision of the Services. You are responsible for ensuring that the details contained in the Booking Form or otherwise submitted to us are correct (and for promptly informing us of any changes).

*Sometimes we may reject orders*

- 5.3 All orders/bookings are subject to availability and we reserve the right to refuse any order in whole or in part. For example, this may be because a Product is unexpectedly out of stock. When this happens, we let you know as soon as possible and refund any sums you have paid.

*Ownership of the Stallion / Semen*

- 5.4 For any applicable Services to be provided under the Contract, where you are not the owner of the Stallion or the Semen, upon placing an order (or where ownership changes during the course of the Contract), you must notify us in writing immediately and provide warranties and assurances that you have full authority to accept these Terms on behalf of the owner or any other joint owner. You agree to indemnify us against any loss or damage suffered by us for breach of this provision including any loss, damage or expenses incurred by us (including reasonably incurred legal fees) arising from any step or action taken by any person who owns or has an interest in the Stallion or the Semen.

## **6. Our Products**

*Products may vary slightly from their pictures*

- 6.1 The images of Products in our catalogues, e-catalogues or brochures or on our Sites are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Products. Your Product may vary slightly from those images.
- 6.2 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated in our catalogues, e-catalogues or brochures or on our Sites may vary slightly.

*Product packaging may vary*

- 6.3 The packaging of the products may vary from that shown in images on our Site or in our catalogues, e-catalogues or brochures.

## **7. Equine semen collection procedures**

- 7.1 The provisions set out below apply to the provision of equine Semen collection Services (and associated Stallion housing) and/or equine Semen processing and storage and set out important information that you must comply with. We may also issue to you further information and instructions via email, which will set out further important information about the Services and which you must read and comply with

*Stallion isolation, vaccinations and other pre-requirements*

- 7.2 You must immediately inform us of any circumstances by reason of which the Stallion may be difficult or dangerous to handle at the time of placing your order.
- 7.3 We will be entitled in our absolute discretion (acting reasonably) to refuse to receive any Stallion at the Collection Centre for any reason, and in particular, if we are not satisfied that the Stallion has been isolated to a satisfactory standard and that the health tests required by us have been carried out with satisfactory results.
- 7.4 We will notify you when we are satisfied that the above requirements have been complied with and you will then deliver the Stallion to the Collection Centre on a date and at a time to be agreed with us. The vehicle in which the Stallion is delivered must be cleaned and disinfected before use for this purpose and we will be entitled in our absolute discretion to refuse to receive any Stallion delivered in a vehicle which has not been cleaned and disinfected to a satisfactory standard.
- 7.5 On arrival at the Collection Centre, the Stallion must have a microchip and be accompanied by a current vaccination certificate in respect of equine influenza, tetanus and any other vaccinations as may be required
-

by us from time to time and by a passport with a sufficiently detailed description of the Stallion to enable positive identification.

#### *Health tests and veterinary treatment may be required*

- 7.6 You agree to us carrying out all necessary health tests on the Stallion at the Collection Centre or other premises as appropriate. You also agree to any necessary veterinary treatment being administered to the Stallion whilst in our care, including the use of a sedative to facilitate swabbing. All such health tests and veterinary treatment will be charged directly to you by the attending veterinary surgeon and will be payable by you (regardless of whether or not any Service is provided by us).
- 7.7 Where you have requested a Semen assessment (and agreed to the applicable charges), a straw (being part of a single dose) of Semen will be examined under a microscope for motility and viability. This is a guide only as to the quality of the Semen and we give no guarantee in respect of any tests carried out on the Semen regarding the fertility or suitability of the Semen or otherwise.
- 7.8 You agree that we have the legal right to provide the Stallion without your consent, where your consent cannot be easily obtained, emergency treatment which is essential for its welfare (and this includes euthanasia).

#### *Semen collection*

- 7.9 We will collect Semen from the Stallion while the Stallion is at the Collection Centre or at another premises that we have agreed with you to use. We will arrange for the Semen to be collected by a person suitably experienced in such work.
- 7.10 We will endeavour to collect Semen from the Stallion to such quantity as may be agreed between you and us, provided that a) the Stallion can reasonably be handled without risk of damage or injury to it or to our property or our service agents or employees, b) the Stallion is not suffering from any injury, ill health or functional disability or impairment and c) we cannot guarantee the number of dosages of Semen that will be collected (in particular, due to poor Semen quality).
- 7.11 If we give you notice that such quantity of Semen as has been agreed between us has been collected, you must provide written consent for storage within 14 days and if no consent is received within this period, we will invoice you in respect of our storage fees (at our standard rates available on request).

#### *Storage services*

- 7.12 Where we are providing storage Services (including on behalf of Cryogenetics Limited):
- 7.12.1 we will be entitled in our absolute discretion to refuse to receive any Semen for storage at the Storage Centre for any reason;
- 7.12.2 you will deliver the Semen to the Storage Centre on a date and at a time to be agreed with us. We must have received copies of all necessary documentation, including the applicable accredited health certificate from DEFRA, an accurate and up-to-date record of the Semen laboratory result certificates and any other regulatory or DEFRA required information or documentation prior to the Semen arriving at the Collection Centre. All imports must be accompanied by the original signed Equine Health Certificate (EHC). In the event such information and documentation is not provided, we reserve the right to refuse storage or distribution of the Semen and/or to take measures to isolate or destroy the Semen (and we will not be responsible for any losses or damages incurred accordingly); and
- 7.12.3 we will store Semen at the Storage Centre or at such other premises that we may in our absolute discretion determine for such purpose, in such quantity as may be agreed between you and us.

#### *Infectious diseases or illnesses*

- 7.13 Whilst we will use reasonable efforts to prevent the spread of infectious diseases amongst Stallions in our care, please note that this is ultimately outside of our control and we will not be responsible for any resulting harm to the Stallion or losses incurred as a result. We may treat the Stallion in our care and it may be necessary to keep the Stallion at our site for longer than anticipated e.g. if the animal is infectious or has contracted a notifiable disease by DEFRA which requires a movement restriction. You will be responsible for associated reasonable costs we incur as a result of any such infectious disease or illness contracted by the Stallion, including (without limitation) veterinary fees and costs associated with appropriate measures taken and any treatment provided to minimise the spread of the relevant disease or illness. We will of course keep in contact with you to minimise the harm to the Stallion and costs involved.
-

### *Transportation and removal of the Stallion and/or Semen*

- 7.14 You will deliver and remove the Stallion to and from the Collection Centre but we may house the Stallion at the Collection Centre or at any other premises (including, but not limited to, the premises of a veterinary surgeon) between such delivery and removal. The vehicle in which the Stallion is so removed must be thoroughly cleaned and disinfected to our satisfaction before use for this purpose.
- 7.15 If we give you notice that such quantity of Semen as has been agreed between us has been collected or that it appears to us that the Stallion is not suitable for providing satisfactory Semen for processing or is suffering from any injury, ill-health or functional disability or impairment, we may give you 7 days' notice requiring you to remove the Stallion from the Collection Centre and following such notice, you must remove the Stallion within 7 days, unless otherwise agreed between us. Otherwise, you may remove the Stallion from the Collection Centre on a date and at a time to be agreed with us acting reasonably (and provided not less than 7 days' notice is provided, unless we agree otherwise), provided that such removal is not in breach of any relevant statutory or regulatory requirement).
- 7.16 If it appears to us that Semen is not suitable for storage or distribution then, without prejudice to any other rights or remedies we may have:
- 7.16.1 we may give you 7 days' notice requiring you to remove the Semen from the Storage Centre and following such notice you will arrange for the Semen to be removed within 7 days, unless otherwise agreed between you and us; or
- 7.16.2 where clause 7.12.2 and/or applicable DEFRA requirements have not been complied with, the Semen will be isolated at a separate location for a maximum period of 7 days. We reserve the right to dispose of the Semen upon expiry of such period if any requirement in clause 7.12.2 (and/or other applicable DEFRA requirements) remains outstanding or the Semen has not been collected by you.
- 7.17 You will bear the cost of all transport (and any related insurance) of the Stallion and/or Semen to and from the Collection Centre or other premises as appropriate. If we arrange for the transportation of the Stallion and/or Semen at your request:
- 7.17.1 we will be entitled to immediate payment from you of any costs incurred in relation to such transport; and
- 7.17.2 all such arrangements will be at your sole risk regardless of whether such collection and/or transport is carried out by you or your agents or representatives or by us or our agents or representatives or by a third party. We will not arrange for the transport of Semen unless you have confirmed your instructions in writing.
- 7.18 Please note that we will not procure any insurance cover in relation to the storage or transportation of the Stallion and/or Semen (whether arranged by you or us) and you are strongly advised to do so to cover any loss or damage occasioned during the storage and/or transportation of the Stallion and/or Semen.
- 7.19 You may remove Semen from the Storage Centre on a date and at a time to be agreed with us acting reasonably, provided that:
- 7.19.1 such removal is not in breach of any relevant statutory or regulatory requirement and the applicable removal charges are paid (see clause 10.10); and
- 7.19.2 you obtain any necessary veterinary health documentation and fulfil all government and/or applicable law requirements, including any associated fees, for the transportation of the Semen.
- 7.20 We reserve all of our rights not to release the Stallion and/or Semen (and to sell/dispose of them accordingly) in the event of any outstanding Debt or Non-Collection – please see further information at clause 10.12.

### *Agency services*

- 7.21 Where we have agreed to sell Semen on your behalf or arranged for the Semen to be sold via a third party agent (who may be located within or outside of the UK), we may arrange for the Semen to be shipped to the relevant third party – please see further information at clause 7.17.2 regarding risks of transportation. Please also refer to:
- 7.21.1 the relevant agency agreement entered into between us which sets out further important information (and in respect of which these Terms will apply); and
- 7.21.2 clause 10.3 in relation to payments we may receive on your behalf.
-

## **8. Courses and events**

### *Personal safety and assumption of risk*

- 8.1 You acknowledge that attending our Courses may involve certain risks due to the nature of the relevant training and/or event, including, but not limited to, injuries or accidents involving the Stallions. In advance of attending the relevant Course, participants must agree to assume these risks and will be required to sign our standard liability waiver/disclaimer form, in relation to any personal injury or property damage that may occur whilst attending the Course.

### *We are not responsible for actions you take following any of our Courses*

- 8.2 In relation to any Courses provided by us, you acknowledge and agree that the ultimate responsibility for the proper application of the knowledge and skills acquired rests with you or the individual who has completed the relevant Course. We will not be responsible for any actions, errors, or omissions made by course participants in the course of their professional or activities, including, but not limited to, any errors, omissions, or negligence on the part of the course participants in applying the knowledge and skills gained from the Course.

### *Course content and intellectual property*

- 8.3 All content, including materials, presentations, and lectures, used and/or created in respect of any Course we provide is the intellectual property of Stallion AI Services and may not be reproduced, distributed, or used for commercial purposes without our written permission. You also agree to keep confidential any sensitive or confidential information of Stallion AI Services or our affiliates shared during the Course.

### *Course conduct*

- 8.4 A reasonable standard of conduct is expected on our Courses. You must treat fellow participants, instructors, and staff with respect and professionalism. We reserve the right to remove any participant who engages in disruptive, inappropriate, or unsafe behaviour (without refund to you). In particular, we will not accept, foul or abusive language, violence, intimidating or insulting behaviour, bullying or any form of discrimination.

## **9. Marketing and advertising**

- 9.1 We may provide marketing, advertising, sponsorship and related services as part of the Services, which may be provided via our Site, social media channels, directories, via email and/or other third party magazines and publications we work with. Please note that we may use third party printing and other associated providers and in the event of any errors by such providers, we will discuss this with you and use commercially reasonable efforts to assist you in resolving the issue with the provider. However, we will not be liable for any damages, losses, or expenses incurred by you as a result of such errors, omissions, or defects. You will be responsible for providing all accurate information and for compliance with any special instructions or requirements notified by us or such providers (and we will not be liable for any resulting errors or incurred losses as a result of your failure to do so).
- 9.2 All published material (whether in print, online or via email) will require written confirmation on your behalf in advance of the relevant publication. Provided we have obtained such confirmation from you, we will not be liable for any issues or errors identified by you following publication (and we will not be obliged to re-publish/re-send the relevant publication). As such, we encourage you to check the final versions carefully before providing sign-off.
- 9.3 All fees associated with marketing, advertising and related services must be paid in advance of the relevant publication. If the relevant payment has not been issued to us, we reserve the right not to publish the relevant material and/or publication (even if the relevant design/artwork/copy has already been prepared or finalised).

## **10. Price and payment**

### *Prices*

- 10.1 The price of the Product and/or Service (as relevant) will be our current rate applicable (subject to any specified expiry dates) set out on the Booking Form or on our Site, price list, brochure, catalogue in force at the date of your order or other advertising literature or materials provided by us or listed on our Site, unless we have agreed another price in writing and/or via email. However, please note that:
- 10.1.1 prices included in the Booking Form are guide prices/quotations only (and we reserve the right to amend our quotation once the Stallion and/or Semen is brought to a Location and assessed further by us. In such a scenario, we will agree applicable revised fees with you in advance of carrying out the Services); and
-

10.1.2 whilst take all reasonable care to ensure that the price of the Products and Services advised to you are correct, please see clause 10.7 for what happens if we discover an error in the price of the Product and/or Service you have ordered.

10.2 There may be circumstances where, acting in the best interest of the Stallion, we provide Services without first agreeing an estimate of charges (for example in an emergency). In these situations, you will still be required to pay for the relevant Services, and we will use our best efforts to ensure that the charges are reasonable. We will only pursue a course of treatment where we consider it to be in the best interests of the Stallion.

#### *Agency services and commission*

10.3 Where we agree to sell Semen on your behalf or via a third party agent, we may collect and hold the proceeds of sale and/or stud fee on your behalf and deduct any agreed commission before returning the balance to you. Please note that we do not provide any representations, warranties, or guarantees that any specific volume of sales will be achieved. Please also refer to any relevant agency agreement entered into between us in which additional terms apply.

#### *Prices exclude VAT*

10.4 All prices are exclusive of any applicable Value Added Tax which will be charged at the rate applicable at the date of invoice. If the rate of Value Added Tax changes between your order date and the date we supply the Product and/or Service, we will adjust the rate of VAT that you pay (unless you have already paid in full before the change in the rate of Value Added Tax takes effect).

#### *Terms of payment*

10.5 We reserve the right to invoice and require payment for Products and Services in advance.

10.6 Should the period of the Contract exceed one calendar month, unless agreed otherwise in writing or stated on the Booking Form, we reserve the right to request interim payments which must be made on receipt of an invoice and in any event before the end of the month referred to in the invoice.

#### *What happens if we got the price wrong*

10.7 It is always possible that, despite our best efforts, some of the Products or Services we supply may be incorrectly priced. If a pricing error is made on your order date, where possible we will inform you and give you the option of buying the Product and/or Services at the correct price or cancelling your order.

#### *Price increases*

10.8 We reserve the right to vary our prices at any time, provided that if we do so, we will notify you and you will be provided with the opportunity to terminate the Contract (subject to payment of our fees (at the previous rate) due to us for Services performed and/or Products delivered prior to the date of termination).

#### *Where you do not provide sufficient information, we reserve the right to charge additional sums*

10.9 We may charge additional sums if you do not provide information we have requested e.g. about how we can access your property for delivery as we might need to re-deliver Products or reschedule Services (and will incur additional costs as a result).

#### *We charge an administration and processing fee for Semen straw retrieval or disposal*

10.10 Where Services we are providing involve storage of Semen, please note that if you wish for the relevant Semen straws/samples to be returned/delivered to you (or to any third party or other storage centre) or disposed of for any reason (whether during or upon expiry of the Contract), we charge a separate processing and administration fee (as per our standard rates - price available on request) in respect of the removal process/disposal of each relevant Semen straw/sample.

#### *Late payments – we may charge interest*

10.11 If we are unable to collect any payment you owe us, we may charge interest on the overdue amount at the rate of 5% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

#### *Late/non-payment or non-collection – our rights to hold/sell your property in our possession*

10.12 So long as any payment due from you to us is outstanding under the Contract (in these Terms, called “the **Debt**”) or if you fail to collect either the Stallion or the Semen after we have required you to collect them or

upon expiry or termination of this Contract, the following provisions will apply (and we reserve the right to exercise any or all of our rights under the following):

- 10.12.1 outstanding Debt – we reserve the right to keep hold of your Property: we may keep hold of all or some of your property until you have paid all the charges you owe us, even if the unpaid charges do not relate to such property. Such property may include, without limitation, the Semen and/or Stallion (in these Terms, called “the **Property**”). This is called a “lien” and provides us with a right of retention in respect of the Property, meaning we have the right not to release the Property to you until all monies due to us from you have been paid in full (in which case you agree to cooperate with us and act reasonably to facilitate the continued care and custody of the Property until all outstanding amounts have been settled). This also means we reserve the right not to ship out/distribute the Semen in event an order is received for the stock until all outstanding Debt has been paid;
- 10.12.2 outstanding Debt and/or Non-Collection - we may sell and/or ultimately dispose of some or all of your Property, in accordance with the following process:
- 10.12.2.1 we will have the right to sell your Property (including the Stallion and/or the Semen and to pass all ownership of the Property to a third party) and to use the proceeds of sale to pay any reasonable costs incurred by us in the sale and to discharge any Debt. We will return any surplus funds to you, if any, i.e. the balance (provided that you inform us of the relevant payment details within 30 days of our request). Interest will not accrue to you on the balance;
- 10.12.2.2 before we sell the Property, we will provide written notice to you (where you have notified us of your address), specifying the amount of the Debt at the date of the notice and our intention to sell the Property if we do not receive payment within 14 days of the date of the notice. If payment is not received, we will provide further notice to you with the relevant details of the date/place of sale;
- 10.12.2.3 we will use reasonable endeavours to obtain the best selling price reasonably obtainable in the open market, taking into account the costs of sale;
- 10.12.2.4 if the proceeds of sale are insufficient to discharge all or any part of the costs of sale incurred by us and your Debt, you must pay any balance outstanding to us within 7 days of a written demand from us which will set out the balance remaining due to us after the net proceeds of sale have been credited to you. Interest will continue to accrue on the Debt until payment has been made (in accordance with the below provisions);
- 10.12.2.5 If the Property cannot reasonably and/or economically be sold (for any reason whatsoever), or it remains unsold despite our efforts, you authorise us to treat it as abandoned by you and to destroy or otherwise dispose of it at your cost; and
- 10.12.3 transfer of information to third parties: in order for us to exercise our rights under clause 10.12.2, we will have the right to share relevant documentation in relation to the Stallion and/or Semen to the necessary third parties (such as the relevant breed registry or studbook authority), including ownership certificates, registration forms and information about the Stallion or Semen (as relevant).

*No rights of set-off*

- 10.13 You are not entitled to withhold payment of any amount due to us by reason of any disputed claim by you in connection with the Contract nor will you be entitled to set off against any amount payable to us any amount which is not then due and payable by us or for which we dispute liability.

## 11. Our right to make changes

- 11.1 We may change the Products or Services:
- 11.1.1 to reflect changes in relevant laws and regulatory requirements; or
- 11.1.2 to make minor technical adjustments and improvements, for example to address a security threat.
- 11.2 In addition, we may make other changes to the Products, Services or these Terms after you have placed an order, but if we do, so we will notify you and you may then contact us to discuss your options, including where



appropriate ending the Contract or receiving a refund for any Products you have paid for in advance if material changes are made.

## 12. Your right to cancel the Contract if you change your mind (consumers only)

### *Your right to change your mind (consumer regulations)*

- 12.1 Where Products or Services are purchased offline or at one of our Locations: You may contact us to cancel your order for Products or Services at any time **before** we have dispatched the relevant Products for delivery or commenced the relevant Service (see exceptions below).
- 12.2 Where Products or Services are purchased online via our Site: Under the Consumer Contracts Regulations 2013 (**CCR**), you have the right to cancel the Contract within 14 days without giving any reason (see exceptions below). Under the CCR, the cancellation period expires:
- 12.2.1 for Products, after 14 days from the day on which the Product is delivered; and
  - 12.2.2 for Services, after 14 days from the day on which we confirm we have accepted your order.

### *When you do not have the right to change your mind (exceptions)*

- 12.3 You may not change your mind about an order for:
- 12.3.1 Services, once these have been completed (even if the cancellation period is still running);
  - 12.3.2 Products that are made to your specifications or are clearly personalised;
  - 12.3.3 Products which become mixed inseparably with other items after their delivery; or
  - 12.3.4 Products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them.

### *How to return an item*

- 12.4 If you are eligible under these Terms within the relevant timeframe to return Products, please contact us to arrange the return (see our details above). Please note that Products may only be returned so long as:
- 12.4.1 the Product is returned in its original, unopened and undamaged packaging;
  - 12.4.2 valid proof of purchase is provided (receipt or invoice); and
  - 12.4.3 you return the Product within 14 days of telling us you have changed your mind in accordance with your rights under clauses 12.1 and 12.2 (if applicable).
- 12.5 You will be responsible for paying:
- 12.5.1 any applicable delivery costs for return of the Product if you exercise your right to change your mind. You should keep a receipt or other evidence from the delivery service that proves you have sent the Product (and when you sent it). If you do not do this and we do not receive the Product at all or within a reasonable time, we will not provide a refund for price; and
  - 12.5.2 for Services, if you requested the performance of Services to begin during the cancellation period, you must pay us an amount which is in proportion to the Services performed until you communicated to us your cancellation of this Contract, in comparison with the full coverage of the Contract. In addition, if you made any upfront payments for Services, you will not be entitled to a refund for the time you were receiving the Services before you notified us of your right to cancel.

### *Effect of cancellation*

- 12.1 If you cancel the Contract in accordance with your above mentioned rights, we will reimburse you for all payments received from you (minus the costs of any delivery charges) subject to receipt of the Product in accordance with the conditions set out above.
- 12.2 In addition, we may make a deduction from the reimbursement for loss in value of any Products supplied, if the loss is the result of unnecessary handling by you. For example, we reduce your refund if the Product's condition is not as new, the packaging is damaged or accessories are missing. In some cases, because of the way you have treated the Product, no refund may be due.
- 12.3 We will make reimbursement without undue delay, and not later than:
- 12.3.1 14 days after the day we receive the relevant Products back from you; or
-

- 12.3.2 for Services or Products not yet dispatched, 14 days after the day on which we are informed about your decision to cancel the Contract.

### **13. Your rights if there is a problem with the Product or Service (consumers only)**

#### *How to tell us about problems*

- 13.1 If you have any questions or complaints about the Products or Services, please contact us (see our contact details above).

#### *Summary of your legal rights*

- 13.2 We are under a legal duty to supply products that are in conformity with this Contract. Nothing in these Terms will affect your legal rights which are summarised below (please note this is subject to certain exceptions).
- 13.3 For goods, under the Consumer Rights Act 2015, they must be as described, fit for purpose and of satisfactory quality. Note that this will not apply in certain circumstances (including in respect of Semen and as further set out in these Terms, in particular at clauses 7 and 15). During the expected lifespan of your product your legal rights entitle you to the following (noting these will not apply to Semen):
- 13.3.1 up to 30 days: if your goods are faulty, then you may receive an immediate refund;
- 13.3.2 up to six months: if your goods cannot be repaired or replaced, then you are entitled to a full refund, in most cases; and
- 13.3.3 up to six years: if your goods do not last a reasonable length of time, you may be entitled to some money back in certain cases.
- 13.4 For services (including any Courses), under the Consumer Rights Act 2015 (and subject to certain exceptions):
- 13.4.1 you can ask us to repeat or fix a service if it is not carried out with reasonable care and skill, or receive a partial refund if we cannot fix it (provided it is acknowledged that for Services relating to Semen, viability of Semen cannot be guaranteed and repeat Services and/or refunds will not be offered accordingly);
- 13.4.2 if we have not agreed in writing a price beforehand, what you're asked to pay must be reasonable; and
- 13.4.3 if we have not agreed in writing a time beforehand, the service must be carried out within a reasonable time.

#### *Your obligation to return rejected products*

- 13.5 If you wish to exercise your legal rights mentioned in clauses 13.3-13.4 to reject products, you must contact us (see contact details above) in the first instance and arrange to return the Products either in person to where you bought them or you must arrange delivery of the Products back to us post them.

### **14. Your rights if you are a business (defective products)**

#### *Warranties (business customers)*

- 14.1 We warrant that on delivery and for a period of 12 months from the delivery date, any Products (noting this excludes Semen) will:
- 14.1.1 conform in all material respects with their description and any relevant specification provided by us;
- 14.1.2 be free from material defects in design, material and workmanship; and
- 14.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

#### *Remedies (business customers)*

- 14.2 Unless an exception applies (see further below – clause 14.3), if:
- 14.2.1 you provide us notice in writing during the warranty period (and promptly upon discovery) that a Product does not comply with the business customer warranty;
- 14.2.2 we are given a reasonable opportunity of examining such Product; and
- 14.2.3 you return such Product to us at our cost,
-

we will, at our option, repair or replace the defective Product, or refund the price of the defective Product in full and this will be your sole remedy for breach of the warranty. These Terms will apply to any repaired or replacement Products supplied by us.

*Exceptions to business customers' warranty*

- 14.3 We will not be liable for a Product's failure to comply with the business customer warranty set out in clauses 14.1 and 14.2 if:
- 14.3.1 you make any further use of such Product after telling us it is non-compliant;
  - 14.3.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Product or (if there are none) good trade practice;
  - 14.3.3 the defect arises because we followed any drawing, design or specification supplied by you;
  - 14.3.4 you alter or repair the product without our written consent; or
  - 14.3.5 the defect arises because of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

**15. Warranties and our liability to you**

*Warranties (that we provide and exclude)*

- 15.1 We will use reasonable care and skill in the performance of the Services pursuant to the Contract.
- 15.2 Notwithstanding clause 15.1, and having due regard to the inherent risks and uncertainties involved in all biological processes, we do not guarantee or warrant that a particular outcome will occur as a result of our provision of the Services. In particular, but without limitation, we are not responsible for and give no warranties:
- 15.2.1 regarding the quality or viability of the collected Semen;
  - 15.2.2 that any Semen will remain free from contamination or infection;
  - 15.2.3 that any Semen collected will result in the recovery of any usable Semen;
  - 15.2.4 that insemination of a mare with such Semen will result in a pregnancy;
  - 15.2.5 in relation to missed insemination (and any associated costs) due to delays, for example delivery delays or delays as a result of permission from the Stallion owner not being provided in respect of the Semen being distributed. Please refer to the further information and stud terms on our website in relation to distribution of chilled Semen. In addition, we will not be responsible or liable for any losses, damages or expenses arising from:
    - 15.2.5.1 incorrect or incomplete health reports carried out by veterinarians or laboratories;
    - 15.2.5.2 failure to obtain or provide Equine Health Certificates required for import or export;
    - 15.2.5.3 refusal by a veterinarian to inseminate based on health concerns or other issues;
    - 15.2.5.4 delays, complications, or additional costs associated with importation checks, quarantine, or other regulatory requirements;
  - 15.2.6 in relation to compliance with any breed registry or stud book regulations;
  - 15.2.7 in relation to marketing and advertising services provided by us, any errors, omissions, or defects in the final printed materials caused by any third-party printing agent/provider (provided that in such a scenario, we will use commercially reasonable efforts to assist you in resolving the issue with the provider, however, we will not be liable for any damages, losses, or expenses incurred as a result of such errors, omissions, or defects); or
  - 15.2.8 in relation to agency services provided by us pursuant to clauses 7.20 and 10.3, we do not provide any representations or guarantees that any specific volume of sales will be achieved.

*Losses we never limit or exclude*

- 15.3 Nothing in these Terms will limit or exclude our liability for:
- 15.3.1 death or personal injury to any human caused by a) our negligence or b) negligence of our employees or agents;

- 15.3.2 fraud or fraudulent misrepresentation;
- 15.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- 15.3.4 defective products under the Consumer Protection Act 1987; or
- 15.3.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

*No implied terms about goods*

- 15.4 Except to the extent expressly stated in clause 14 (your rights if you are a business), we exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.

*Our liability*

- 15.5 We will not be liable to you in any circumstances, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any: loss of profit (whether direct or indirect); loss of business; loss of contract; depletion of goodwill and/or damage to reputation; loss of data; loss of anticipated savings; loss of contract; loss of use; or any special, indirect or consequential loss arising under or in connection with the Contract.
- 15.6 Our total liability to you for losses arising under or in connection with the Contract (or any Services or Products supplied by us), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to:
  - 15.6.1 for Products, the total amount paid by you to us for such Products pursuant to the Contract;
  - 15.6.2 in respect of any loss or destruction of or damage to Semen during the performance of Semen collection Services, at our sole discretion, either:
    - 15.6.2.1 the collection of an equivalent number of doses of Semen where such collection can reasonably be effected; or
    - 15.6.2.2 payment to you of compensation of up to a maximum of £100;
  - 15.6.3 in respect of death, damage to or injury of the Stallion, the lower of:
    - 15.6.3.1 £5,000; and
    - 15.6.3.2 the difference between the value of the Stallion immediately before the death, damage or injury and its value immediately thereafter; and
  - 15.6.4 in relation to all other losses relating to the Services or otherwise in connection with the Contract, the total amount paid by you to us for such Services pursuant to the Contract.

*Services – risks and your responsibility for procuring insurance*

- 15.7 You acknowledge that the nature of the Services carries inherent risks that may cause injury or death of the Stallion and/or Semen which may be outside of our control and for which we are not responsible, for example: we accept 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 our negligence (and then only up to a maximum amount as specified in clauses 15.5-15.6).
- 15.8 If you consider the Stallion or its breeding potential to be valued at more than £5,000, you are strongly advised to effect separate insurance cover for death, damage to or injury to the Stallion whilst it is involved in the Services. It is your sole responsibility to ensure that sufficient insurance coverage is procured in respect of the Services carried out in relation to the Stallion and/or Semen at one of our Locations. We will not give any advice regarding insurance and it is for you to make your own judgment whether such insurance is appropriate to cover your Property (including the Stallion and/or Semen) and risks to it.

*Other exclusions*

- 15.9 In the event that we cancel or fail to keep (otherwise than in the circumstances set out in clause 16.2) an appointment for Services on any particular occasion, our liability will be limited to the direct costs (if any) incurred by you in the certification of the Stallion by a veterinary surgeon in preparation for the Services.
  - 15.10 We may keep other horses and other animals at the Collection Centre or any other Location at which the Stallion is housed and we will not be responsible to you for any loss which may result from the presence on those 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. Please see further information re infectious diseases at clause 7.13.
-

- 15.11 Unless we have specifically agreed to do so in writing, we will not undertake the delivery of the Stallion or Semen to or from the Collection Centre or any other location and where we have agreed to do so, we will under no circumstances be responsible for any delays, loss, damage or injury occasioned during transit (including loading and unloading) and however caused.

## **16. Other suspension and termination rights to end the Contract**

### *On-going Contracts – one month's notice*

- 16.1 You or we may terminate this Contract (including any Services) upon not less than one month's notice in writing to the other party (or such shorter period or notice as we may in our absolute discretion agree to accept) in writing to us.

### *When we may terminate the Contract*

- 16.2 We can suspend the supply of Products and/or Services and/or end our Contract with you immediately on written notice and claim any compensation due to us (including enforcement costs) if any of the following occur:
- 16.2.1 you do not make any payment to us when it is due under the Contract and you still do not make payment within 14 days of our reminding you that payment is due;
  - 16.2.2 you commit any breach of the Contract and fail to remedy the breach within 7 days of receiving our request;
  - 16.2.3 you do not, within a reasonable time of us asking for it, provide us with information, cooperation or access in accordance with this Terms or that we need to provide the Product and/or Service;
  - 16.2.4 you do not, within a reasonable time, either allow us to deliver the Product, Stallion or Semen (as applicable) to you or collect it from us; and
  - 16.2.5 you become insolvent, bankrupt or enter into any voluntary arrangement with your creditors; a receiver, administrative receiver, or administrator is appointed over any of your assets; you go into liquidation, whether voluntary or compulsory; or you cease or threaten to cease to carry on business (or any analogous or similar events occur).

### *What happens on termination of the Contract*

- 16.3 Upon termination or expiry of this Contract for any reason:
- 16.3.1 you must pay to us all charges accrued under the Contract in respect of Services performed prior to the date of termination (and including any applicable administration and processing fees for the removal of Semen as per clause 10.10);
  - 16.3.2 we will, within 10 working days after the date of termination refund to you any payment made by you under the Contract representing a prepayment for Services not yet performed or Products not yet dispatched prior to the date of termination but after deduction of any amount owing to us by you whether or not under the Contract;
  - 16.3.3 if any Debt is outstanding or Non-Collection of Property in our possession applies, the provisions set out in clauses 10.12-10.13 will continue to apply and will survive termination of the Contract (i.e. they will continue to apply even once the Contract has ended). Such provisions set out our rights to withhold, sell and/or dispose of the Stallion and/or Semen in our possession; and
  - 16.3.4 clauses 15 and 19 will also continue to apply following termination of the Contract.

## **17. Time for performance and delays or losses outside of our control**

### *Time for performance*

- 17.1 Whilst we will make every reasonable effort to provide Products and Services by any date or dates specified in the Contract, such date or dates will be estimates only and time for performance of the Services by us will not be of the essence. If you are consumer, this will not affect your rights referred to under clause 13.
- 17.2 If we are prevented from providing Products or Services in accordance with the Contract as a result of a delay or default on your part and the Contract is not terminated in accordance with the other provisions of these Terms, we will be entitled to reschedule any agreed date or dates for the provision of the Products or Services to such time or times as we will reasonably require taking into account our commitments to third parties, and
-

will be entitled to make a reasonable charge in respect of losses or costs incurred by us by reason of provision of the Products or Services being so prevented.

*We will not be responsible for delays or losses outside of our control*

17.3 In addition, we will not be responsible if our supply of Products or Services are delayed or lost due to an event outside our reasonable control (e.g. infection/disease outbreaks, epidemics, pandemics, strikes, lockouts or other industrial disputes, failure of a utility service, infrastructure, or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors). If such an event occurs, we will endeavour to contact you as soon as possible to let you know and do what we can to reduce the delay and/or loss. In the event that such delay is substantial, you may contact us to end the Contract and receive a refund for any Products and/or Services you have paid for in advance, but not received (less any reasonable costs we have incurred and provided that you must pay for all Products dispatched and Services provided prior to the date of such termination in accordance with these Terms).

## **18. We use your personal data as set out in our Privacy Policy**

How we use any personal data you provide to us is set out in our Privacy Policy (available via our Site or upon request).

## **19. Other important terms apply to our Contract**

*Amendments to the Contract*

19.1 No variation of the Contract will be binding on us unless we have accepted it in writing.

*We may transfer our Contract with you, so that a different organisation is responsible for supplying your product/service*

19.2 We may transfer our rights and obligations under the Contract to another organisation. We will contact you in writing if this happens and if you are a consumer, we will try to ensure that the transfer will not substantially affect your rights under the Contract.

*You need our consent to transfer your rights to someone else*

19.3 You may only transfer your rights or your obligations under the Contract to another person if we agree to this in writing.

*Nobody else has any rights under this Contract*

19.4 The Contract is between you and us. Save for our affiliates and group companies, no other person or entity will have any rights to enforce any of its terms.

*If a court invalidates some of this Contract, the rest of it will still apply*

19.5 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

*Even if we delay in enforcing this Contract, we can still enforce it later*

19.6 If we do not insist immediately that you do anything you are required to do under the Contract, or if we delay in taking steps against you in respect of your infringement of the Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Products and/or Services, we can still require you to make the payment at a later date.

*Use of our Site outside of the UK*

19.7 We do not represent that content available on or through our Site is appropriate for use or available in locations outside of the United Kingdom.

*No partnership*

19.8 Nothing in these Terms creates a partnership, agency, joint venture or employment relationship between you and us. You must not under any circumstances make, or undertake, any warranties, representations, obligations or commitments on behalf of us.

*Business customers – entire agreement*

19.9 If you are a business customer, these Terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance

---

or warranty made or given by us or on our behalf which is not set out in these Terms and that you have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

*Which laws apply to this Contract and where you may bring legal proceedings*

- 19.10 If you are a consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in. If you are a business, you irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.
-



## Terms and Conditions (Products and Services)

---

These terms and conditions set out the terms on which Cryogenetics Limited provides products and/or services to you (including any courses and events), whether at any of our locations or via any websites, online platforms or other applications operated by or on our behalf.

---

### 1. Information about who we are and how to contact us

#### *Information about us*

- 1.1 Cryogenetics Limited (**Cryogenetics, we, us or our**) is a limited company registered in England and Wales under company number 08194228 and has its registered office at International House, 6 Market Street, Oakengates, Telford, Salop, TF2 6EF.
- 1.2 Cryogenetics is one of the largest DEFRA approved equine frozen semen storage and distribution centres in Europe, offering related products and services as well as educational and training courses and events.

#### *How to contact us*

- 1.3 To contact us, please email [office@stallionai.com](mailto:office@stallionai.com) or call us on 01948 666 295.

### 2. Introduction and acceptance of these Terms

#### *Please read these Terms carefully*

- 2.1 Please read these Terms carefully before purchasing our Products, Services or using our Site, so that you are aware of your legal rights and obligations. These Terms contain information about how we will provide products and/or services to you, how you and we may change or end the Contract, what to do if there is a problem and other important information.

#### *What these Terms cover*

- 2.2 These Terms cover all Products and Services supplied by us whether this is via our Site, at one of our Locations or otherwise.
- 2.3 You agree that our affiliate company, Stallion AI Services, may assist in providing certain Products and Services to you on our behalf (and for collecting payment on our behalf).

#### *Acceptance of these Terms*

- 2.4 By using our Site and/or purchasing Products and/or Services from us, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use our Site, Products or Services. If you are in breach of these Terms (or any part of them), your right to access and use our Site, Products and Services will cease immediately.
- 2.5 These Terms will apply to the exclusion of and take precedence over all other terms and conditions and/or agreements/conditions for supply of goods and services whether contained in any purchase order, communication or other document issued by or on your behalf.

### 3. Definitions and interpretation

- 3.1 In these Terms, the following words and expressions will have the following meanings:
    - 3.1.1 **Booking Form:** means the booking form(s) completed by or on your behalf including details of the Services.
    - 3.1.2 **Storage Centre:** means the storage centre specified via the Booking Form or agreed by us in writing.
-



- 3.1.3 **Contract:** means the contract between you and us for the supply of Products and Services, including the Booking Form, these Terms and any additional terms we have agreed in writing.
- 3.1.4 **Courses:** means any educational or training courses and/or events we provide to you or host as part of the Services whether online or at a Location.
- 3.1.5 **DEFRA:** Department for Environment, Food and Rural Affairs.
- 3.1.6 **Location:** means the relevant physical location, site, course centre, Storage Centre or trade event or show via which Products or Services are supplied by us.
- 3.1.7 **Products:** means all goods and products purchased or to be purchased from us, including via our Site or any Location (in each case excluding any Semen).
- 3.1.8 **Semen:** means the semen stored and/or distributed on your behalf by us as part of the Services.
- 3.1.9 **Services** means the work or services we have agreed to provide pursuant to the Contract, including, without limitation, those set out in the Booking Form (and including any Courses).
- 3.1.10 **Site:** any website, mobile or online application or similar device, platform or other application operated by or on our behalf (including the site stallionai.co.uk);
- 3.1.11 **Terms:** means these Terms and Conditions for Products and Services.
- 3.1.12 **Value Added Tax:** means value added tax chargeable under English law for the time being and any similar, equivalent or additional tax.
- 3.1.13 **you or your:** means the relevant customer named in the Booking Form and/or the relevant person or entity who purchases Products and/or Services from us.

3.2 In these Terms:

- 3.2.1 a **person** includes a natural person corporate or unincorporated body (whether or not having separate legal personality).
- 3.2.2 any words following the terms **including, include, in particular, for example** or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 3.2.3 a reference to writing includes email.
- 3.2.4 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 3.2.5 any reference to the singular includes a reference to the plural and vice versa and any reference to the masculine includes a reference to the feminine and vice versa.
- 3.2.6 any reference to a party not carrying out an act will be construed as also not attempting to carry out that act and also not permitting that act to be carried out.

**4. We do not provide business customers all the same rights as consumers**

- 4.1 Business customers do not benefit from all of the same rights as consumers under these Terms. For example, business customers are not always permitted to cancel their orders and have different rights where there is a problem with a Product. Where a term applies only to businesses or only to consumers within these Terms, this is clearly stated.
- 4.2 Please note, you are a business customer (and not a consumer) if you are purchasing Products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

**5. Orders and acknowledgments**

*Online / on-premises orders*

- 5.1 For orders made online or via our Site, after you have completed and submitted an order, we will send an acknowledgement email to you which will confirm the relevant Products and/or Services you have ordered. Please note this email is not an order acceptance from us as we may be unable to accept your order in certain circumstances (please see further information below), in which case we will contact you in respect of this.
- 5.2 For orders submitted via email or at one of our Locations, you may be required to complete, sign and return a Booking Form to us. No Booking Form or request for the provision of Products or Services by us will be binding on us unless and until it has been accepted by us or in the case of Services, we commence provision of the Services. You are responsible for ensuring that the details contained in the Booking Form or otherwise submitted to us are correct (and for promptly informing us of any changes).

*Sometimes we may reject orders*

---

- 5.3 All orders/bookings are subject to availability and we reserve the right to refuse any order in whole or in part. For example, this may be because a Product is unexpectedly out of stock. When this happens, we let you know as soon as possible and refund any sums you have paid.

#### *Ownership of the Semen*

- 5.4 For any applicable Services to be provided under the Contract, where you are not the owner of the Semen, upon placing an order (or where ownership changes during the course of the Contract), you must notify us in writing immediately and provide warranties and assurances that you have full authority to accept these Terms on behalf of the owner or any other joint owner. You agree to indemnify us against any loss or damage suffered by us for breach of this provision including any loss, damage or expenses incurred by us (including reasonably incurred legal fees) arising from any step or action taken by any person who owns or has an interest in the Semen.

## **6. Our Products**

#### *Products may vary slightly from their pictures*

- 6.1 The images of Products in our catalogues, e-catalogues or brochures or on our Sites are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Products. Your Product may vary slightly from those images.
- 6.2 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated in our catalogues, e-catalogues or brochures or on our Sites may vary slightly.

#### *Product packaging may vary*

- 6.3 The packaging of the products may vary from that shown in images on our Site or in our catalogues, e-catalogues or brochures.

## **7. Equine semen storage and distribution procedures**

- 7.1 The provisions set out below apply to the provision of equine Semen storage and distribution Services and set out important information that you must comply with. We may also issue to you further information and instructions via email, which will set out further important information about the Services and which you must read and comply with.

#### *Storage and requirements*

- 7.2 We will be entitled in our absolute discretion to refuse to receive any Semen for storage at the Storage Centre for any reason.
- 7.3 We will store Semen at the Storage Centre or at such other premises that we may in our absolute discretion determine for such purpose, in such quantity as may be agreed between you and us.
- 7.4 Where we are providing storage and distribution Services, you will deliver the Semen to the Storage Centre on a date and at a time to be agreed with us. We must have received copies of all necessary documentation, including the applicable accredited health certificate from DEFRA, an accurate and up-to-date record of the Semen laboratory result certificates and any other regulatory or DEFRA required information or documentation prior to the Semen arriving at the Collection Centre. All imports must be accompanied by the original signed Equine Health Certificate (EHC). In the event such information and documentation is not provided, we reserve the right to refuse storage or distribution of the Semen and/or to take measures to isolate or destroy the Semen (and we will not be responsible for any losses or damages incurred accordingly).

#### *Transportation and removal of the Semen*

- 7.5 If it appears to us that the Semen is not suitable for storage or distribution then, without prejudice to any other rights or remedies we may have:
- 7.5.1 we may give you 7 days' notice requiring you to remove the Semen from the Storage Centre and following such notice you will arrange for the Semen to be removed within 7 days, unless otherwise agreed between you and us; or
- 7.5.2 where clause 7.4 and/or applicable DEFRA requirements have not been complied with, the Semen will be isolated at a separate location for a maximum period of 7 days. We reserve the right to dispose of the Semen upon expiry of such period if any requirement in clause 7.4 (and/or
-

other applicable DEFRA requirements) remains outstanding or the Semen has not been collected by you.

- 7.6 You will bear the cost of all transport (and any related insurance) of Semen to and from the Storage Centre or other premises as appropriate. If we arrange for the transportation of Semen at your request:
- 7.6.1 we will be entitled to immediate payment from you of any costs incurred in relation to such transport; and
- 7.6.2 all such arrangements will be at your sole risk regardless of whether such collection and/or transport is carried out by you or your agents or representatives or by us or our agents or representatives or by a third party. We will not arrange for the transportation of Semen unless you have confirmed your instructions in writing.
- 7.7 Please note that we will not procure any insurance cover in relation to the storage or transportation of Semen (whether arranged by you or us) and you are strongly advised to do so to cover any loss or damage occasioned during the storage and/or transportation of Semen.
- 7.8 You may remove the Semen from the Storage Centre on a date and at a time to be agreed with us acting reasonably, provided that:
- 7.8.1 such removal is not in breach of any relevant statutory or regulatory requirement and the applicable removal charges are paid (see clause 9.8); and
- 7.8.2 you obtain any necessary veterinary health documentation and fulfil all government and/or applicable law requirements, including any associated fees, for the transportation of the Semen.
- 7.9 We reserve all of our rights not to release the Semen (and to sell/dispose of it accordingly) in the event of any outstanding Debt or Non-Collection – please see further information at clause 9.11.

## **8. Courses and events**

### *Personal safety and assumption of risk*

- 8.1 You acknowledge that attending our Courses may involve certain risks due to the nature of the relevant training and/or event, including, but not limited to, injuries or accidents. In advance of attending the relevant Course, participants must agree to assume these risks and will be required to sign our standard liability waiver/disclaimer form, in relation to any personal injury or property damage that may occur whilst attending the Course.

### *We are not responsible for actions you take following any of our Courses*

- 8.2 In relation to any Courses provided by us, you acknowledge and agree that the ultimate responsibility for the proper application of the knowledge and skills acquired rests with you or the individual who has completed the relevant Course. We will not be responsible for any actions, errors, or omissions made by course participants in the course of their professional or activities, including, but not limited to, any errors, omissions, or negligence on the part of the course participants in applying the knowledge and skills gained from the Course.

### *Course content and intellectual property*

- 8.3 All content, including materials, presentations, and lectures, used and/or created in respect of any Course we provide is the intellectual property of Cryogenetics and may not be reproduced, distributed, or used for commercial purposes without our written permission. You also agree to keep confidential any sensitive or confidential information of Cryogenetics or our affiliates shared during the Course.

### *Course conduct*

- 8.4 A reasonable standard of conduct is expected on our Courses. You must treat fellow participants, instructors, and staff with respect and professionalism. We reserve the right to remove any participant who engages in disruptive, inappropriate, or unsafe behaviour (without refund to you). In particular, we will not accept, foul or abusive language, violence, intimidating or insulting behaviour, bullying or any form of discrimination.

## **9. Price and payment**

### *Prices*

- 9.1 The price of the Product and/or Service (as relevant) will be our current rate applicable (subject to any specified expiry dates) set out on the Booking Form or on our Site, price list, brochure, catalogue in force at

the date of your order or other advertising literature or materials provided by us or listed on our Site, unless we have agreed another price in writing and/or via email. However, please note that:

- 9.1.1 prices included in the Booking Form are guide prices/quotations only (and we reserve the right to amend our quotation once the Semen is brought to a Location and assessed further by us. In such a scenario, we will agree applicable revised fees with you in advance of carrying out the Services); and
- 9.1.2 whilst take all reasonable care to ensure that the price of the Products and Services advised to you are correct, please see clause 9.5 for what happens if we discover an error in the price of the Product and/or Service you have ordered (e.g. if the price on our Site is listed incorrectly).

#### *Prices exclude VAT*

- 9.2 All prices are exclusive of any applicable Value Added Tax which will be charged at the rate applicable at the date of invoice. If the rate of Value Added Tax changes between your order date and the date we supply the Product and/or Service, we will adjust the rate of VAT that you pay (unless you have already paid in full before the change in the rate of Value Added Tax takes effect).

#### *Terms of payment*

- 9.3 We reserve the right to invoice and require payment for Products and Services in advance.
- 9.4 Should the period of the Contract exceed one calendar month, unless agreed otherwise in writing or stated on the Booking Form, we reserve the right to request interim payments which must be made on receipt of an invoice and in any event before the end of the month referred to in the invoice.

#### *What happens if we got the price wrong*

- 9.5 It is always possible that, despite our best efforts, some of the Products or Services we supply may be incorrectly priced. If a pricing error is made on your order date, where possible we will inform you and give you the option of buying the Product and/or Services at the correct price or cancelling your order.

#### *Price increases*

- 9.6 We reserve the right to vary our prices at any time, provided that if we do so, we will notify you and you will be provided with the opportunity to terminate the Contract (subject to payment of our fees (at the previous rate) due to us for Services performed and/or Products delivered prior to the date of termination).

#### *Where you do not provide sufficient information, we reserve the right to charge additional sums*

- 9.7 We may charge additional sums if you do not provide information we have requested e.g. about how we can access your property for delivery, as we might need to re-deliver Products or reschedule Services (and will incur additional costs as a result).

#### *We charge an administration and processing fee for Semen straw retrieval or disposal*

- 9.8 Where Services we are providing involve storage of Semen, please note that if you wish for the relevant Semen straws/samples to be returned/delivered to you (or to any third party or other storage centre) or disposed of (whether during or upon expiry of the Contract) for any reason, we charge a separate processing and administration fee (as per our standard rates - price available on request) in respect of the removal process/disposal of each relevant Semen straw/sample.

#### *Late payments – we may charge interest*

- 9.9 Subject to clause 9.10, if we are unable to collect any payment you owe us, we may charge interest on the overdue amount at the rate of 5% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.
- 9.10 In relation to any outstanding Debt relating to Semen storage, if we are unable to collect any payment you owe us, we may charge interest on the overdue amount at the rate of 10% if the payment is more than 14 days overdue (provided that if the Debt remains outstanding for a period of more than 60 days from the due date, upon and from expiry of such period the interest provision set out in clause 9.9 will also apply). You agree to pay us the interest together with any overdue amount.

#### *Late/non-payment or non-collection – our rights to hold/sell your property in our possession*

9.11 So long as any payment due from you to us is outstanding under the Contract (in these Terms, called “the **Debt**”) or if you fail to collect the Semen after we have required you to collect them or upon expiry or termination of this Contract, the following provisions will apply (and we reserve the right to exercise any or all of our rights under the following):

- 9.11.1 outstanding Debt – we reserve the right to keep hold of your Property: we may keep hold of all or some of your property until you have paid all the charges you owe us, even if the unpaid charges do not relate to such property. Such property may include, without limitation, the Semen (in these Terms, called “the **Property**”). This is called a “lien” and provides us with a right of retention in respect of the Property, meaning we have the right not to release the Property to you until all monies due to us from you have been paid in full (in which case you agree to cooperate with us and act reasonably to facilitate the continued care and custody of the Property until all outstanding amounts have been settled). This also means we reserve the right not to ship out/distribute the Semen in event an order is received for the stock until all outstanding Debt has been paid;
- 9.11.2 outstanding Debt and/or Non-Collection - we may sell and/or ultimately dispose of some or all of your Property, in accordance with the following process:
- 9.11.2.1 we will have the right to sell your Property (including the Semen and to pass all ownership of the Property to a third party) and to use the proceeds of sale to pay any reasonable costs incurred by us in the sale and to discharge any Debt. We will return any surplus funds to you, if any, i.e. the balance (provided that you inform us of the relevant payment details within 30 days of our request). Interest will not accrue to you on the balance. Interest will not accrue to you on the balance;
- 9.11.2.2 before we sell the Property, we will provide written notice to you (where you have notified us of your address), specifying the amount of the Debt at the date of the notice and our intention to sell the Property if we do not receive payment within 14 days of the date of the notice. If payment is not received, we will provide further notice to you with the relevant details of the date/place of sale;
- 9.11.2.3 we will use reasonable endeavours to obtain the best selling price reasonably obtainable in the open market, taking into account the costs of sale;
- 9.11.2.4 if the proceeds of sale are insufficient to discharge all or any part of the costs of sale incurred by us and your Debt, you must pay any balance outstanding to us within 7 days of a written demand from us which will set out the balance remaining due to us after the net proceeds of sale have been credited to you. Interest will continue to accrue on the Debt until payment has been made (in accordance with the below provisions);
- 9.11.2.5 If the Property cannot reasonably and/or economically be sold (for any reason whatsoever), or it remains unsold despite our efforts, you authorise us to treat it as abandoned by you and to destroy or otherwise dispose of it at your cost; and
- 9.11.3 transfer of information to third parties: in order for us to exercise our rights under clause 9.11.2, we will have the right to share relevant documentation in relation to the Semen to the necessary third parties (such as the relevant breed registry or studbook authority), including ownership certificates, registration forms and information about the Semen (as relevant).

*No rights of set-off*

9.12 You are not entitled to withhold payment of any amount due to us by reason of any disputed claim by you in connection with the Contract nor will you be entitled to set off against any amount payable to us any amount which is not then due and payable by us or for which we dispute liability.

## 10. Our right to make changes

10.1 We may change the Products or Services:

10.1.1 to reflect changes in relevant laws and regulatory requirements; or

10.1.2 to make minor technical adjustments and improvements, for example to address a security threat.

10.2 In addition, we may make other changes to the Products, Services or these Terms after you have placed an order, but if we do, so we will notify you and you may then contact us to discuss your options, including where

---

appropriate ending the Contract or receiving a refund for any Products you have paid for in advance if material changes are made.

## 11. Your right to cancel the Contract if you change your mind (consumers only)

### *Your right to change your mind (consumer regulations)*

- 11.1 Where Products or Services are purchased offline or at one of our Locations: You may contact us to cancel your order for Products or Services at any time **before** we have dispatched the relevant Products for delivery or commenced the relevant Service (see exceptions below).
- 11.2 Where Products or Services are purchased online via our Site: Under the Consumer Contracts Regulations 2013 (**CCR**), you have the right to cancel the Contract within 14 days without giving any reason (see exceptions below). Under the CCR, the cancellation period expires:
- 11.2.1 for Products, after 14 days from the day on which the Product is delivered; and
  - 11.2.2 for Services, after 14 days from the day on which we confirm we have accepted your order.

### *When you do not have the right to change your mind (exceptions)*

- 11.3 You may not change your mind about an order for:
- 11.3.1 Services, once these have been completed (even if the cancellation period is still running);
  - 11.3.2 Products that are made to your specifications or are clearly personalised;
  - 11.3.3 Products which become mixed inseparably with other items after their delivery; or
  - 11.3.4 Products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them.

### *How to return an item*

- 11.4 If you are eligible under these Terms within the relevant timeframe to return Products, please contact us to arrange the return (see our details above). Please note that Products may only be returned so long as:
- 11.4.1 the Product is returned in its original, unopened and undamaged packaging;
  - 11.4.2 valid proof of purchase is provided (receipt or invoice); and
  - 11.4.3 you return the Product within 14 days of telling us you have changed your mind in accordance with your rights under clauses 11.1 and 11.2 (if applicable).
- 11.5 You will be responsible for paying:
- 11.5.1 any applicable delivery costs for return of the Product if you exercise your right to change your mind. You should keep a receipt or other evidence from the delivery service that proves you have sent the Product (and when you sent it). If you do not do this and we do not receive the Product at all or within a reasonable time, we will not provide a refund for price; and
  - 11.5.2 for Services, if you requested the performance of Services to begin during the cancellation period, you must pay us an amount which is in proportion to the Services performed until you communicated to us your cancellation of this Contract, in comparison with the full coverage of the Contract. In addition, if you made any upfront payments for Services, you will not be entitled to a refund for the time you were receiving the Services before you notified us of your right to cancel.

### *Effect of cancellation*

- 11.1 If you cancel the Contract in accordance with your above mentioned rights, we will reimburse you for all payments received from you (minus the costs of any delivery charges) subject to receipt of the Product in accordance with the conditions set out above.
- 11.2 In addition, we may make a deduction from the reimbursement for loss in value of any Products supplied, if the loss is the result of unnecessary handling by you. For example, we reduce your refund if the Product's condition is not as new, the packaging is damaged or accessories are missing. In some cases, because of the way you have treated the Product, no refund may be due.
- 11.3 We will make reimbursement without undue delay, and not later than:
- 11.3.1 14 days after the day we receive the relevant Products back from you; or
-

- 11.3.2 for Services or Products not yet dispatched, 14 days after the day on which we are informed about your decision to cancel the Contract.

## **12. Your rights if there is a problem with the Product or Service (consumers only)**

### *How to tell us about problems*

- 12.1 If you have any questions or complaints about the Products or Services, please contact us (see our contact details above).

### *Summary of your legal rights*

- 12.2 We are under a legal duty to supply products that are in conformity with this Contract. Nothing in these Terms will affect your legal rights which are summarised below (please note this is subject to certain exceptions).
- 12.3 For goods, under the Consumer Rights Act 2015, they must be as described, fit for purpose and of satisfactory quality. Note that this will not apply in certain circumstances (including in respect of Semen as further set out in these Terms, in particular at clauses 7 and 14). During the expected lifespan of your product your legal rights entitle you to the following (noting these will not apply to Semen):
- 12.3.1 up to 30 days: if your goods are faulty, then you may receive an immediate refund;
  - 12.3.2 up to six months: if your goods cannot be repaired or replaced, then you are entitled to a full refund, in most cases; and
  - 12.3.3 up to six years: if your goods do not last a reasonable length of time, you may be entitled to some money back in certain cases.
- 12.4 For services (including any courses), under the Consumer Rights Act 2015 (and subject to certain exceptions):
- 12.4.1 you can ask us to repeat or fix a service if it is not carried out with reasonable care and skill, or receive a partial refund if we cannot fix it (provided it is acknowledged that for Services relating to Semen, viability of Semen cannot be guaranteed and repeat Services and/or refunds will not be offered accordingly);
  - 12.4.2 if we have not agreed in writing a price beforehand, what you're asked to pay must be reasonable; and
  - 12.4.3 if we have not agreed in writing a time beforehand, the service must be carried out within a reasonable time.

### *Your obligation to return rejected products*

- 12.5 If you wish to exercise your legal rights mentioned in clauses 12.3-12.4 to reject products, you must contact us (see contact details above) in the first instance and arrange to return the Products either in person to where you bought them or you must arrange delivery of the Products back to us post them.

## **13. Your rights if you are a business (defective products)**

### *Warranties (business customers)*

- 13.1 We warrant that on delivery and for a period of 12 months from the delivery date, any Products (noting this excludes Semen) will:
- 13.1.1 conform in all material respects with their description and any relevant specification provided by us;
  - 13.1.2 be free from material defects in design, material and workmanship; and
  - 13.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

### *Remedies (business customers)*

- 13.2 Unless an exception applies (see further below – clause 13.3), if:
- 13.2.1 you provide us notice in writing during the warranty period (and promptly upon discovery) that a Product does not comply with the business customer warranty;
  - 13.2.2 we are given a reasonable opportunity of examining such Product; and
  - 13.2.3 you return such Product to us at our cost,
-

we will, at our option, repair or replace the defective Product, or refund the price of the defective Product in full and this will be your sole remedy for breach of the warranty. These Terms will apply to any repaired or replacement Products supplied by us.

*Exceptions to business customers' warranty*

13.3 We will not be liable for a Product's failure to comply with the business customer warranty set out in clauses 13.1 and 13.2 if:

- 13.3.1 you make any further use of such Product after telling us it is non-compliant;
- 13.3.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Product or (if there are none) good trade practice;
- 13.3.3 the defect arises because we followed any drawing, design or specification supplied by you;
- 13.3.4 you alter or repair the product without our written consent; or
- 13.3.5 the defect arises because of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

**14. Warranties and our liability to you**

*Warranties (that we provide and exclude)*

14.1 We will use reasonable care and skill in the performance of the Services pursuant to the Contract.

14.2 Notwithstanding clause 14.1, and having due regard to the inherent risks and uncertainties involved in all biological processes, we do not guarantee or warrant that a particular outcome will occur as a result of our provision of the Services. In particular, but without limitation, we are not responsible for and give no warranties:

- 14.2.1 regarding the quality or viability of the Semen;
- 14.2.2 that any Semen will remain free from contamination or infection;
- 14.2.3 that insemination of a mare with the Semen will result in a pregnancy;
- 14.2.4 in relation to missed insemination (and any associated costs) due to delays, for example delivery delays or delays as a result of permission from the Stallion owner not being provided in respect of the Semen being distributed. In addition, we will not be responsible or liable for any losses, damages or expenses arising from:
  - 14.2.4.1 incorrect or incomplete health reports carried out by veterinarians or laboratories;
  - 14.2.4.2 failure to obtain or provide Equine Health Certificates required for import or export;
  - 14.2.4.3 refusal by a veterinarian to inseminate based on health concerns or other issues;
  - 14.2.4.4 delays, complications, or additional costs associated with importation checks, quarantine, or other regulatory requirements; or
- 14.2.5 in relation to and we will not be responsible for compliance with any breed registry or stud book regulations.

*Losses we never limit or exclude*

14.3 Nothing in these Terms will limit or exclude our liability for:

- 14.3.1 death or personal injury to any human caused by a) our negligence or b) negligence of our employees or agents;
  - 14.3.2 fraud or fraudulent misrepresentation;
  - 14.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
  - 14.3.4 defective products under the Consumer Protection Act 1987; or
  - 14.3.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability.
-



*No implied terms about goods*

- 14.4 Except to the extent expressly stated in clause 13 (your rights if you are a business), we exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.

*Our liability*

- 14.5 We will not be liable to you in any circumstances, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any: loss of profit (whether direct or indirect); loss of business; loss of contract; depletion of goodwill and/or damage to reputation; loss of data; loss of anticipated savings; loss of contract; loss of use; or any special, indirect or consequential loss arising under or in connection with the Contract.
- 14.6 Our total liability to you for losses arising under or in connection with the Contract (or any Services or Products supplied by us), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to:
- 14.6.1 for Products, the total amount paid by you to us for such Products pursuant to the Contract;
  - 14.6.2 for Services (including any loss or destruction of or damage to Semen during the performance of the Services), the higher of:
    - 14.6.2.1 the total amount paid by you to us during the preceding 12 month period in respect of Services under the Contract; and
    - 14.6.2.2 payment to you of compensation of up to a maximum of £250; and
  - 14.6.3 in relation to all other losses relating to the Services or otherwise in connection with the Contract, the total amount paid by you to us for such Services pursuant to the Contract.

*Services – risks and your responsibility for procuring insurance*

- 14.7 Unless we have specifically agreed to do so in writing, we will not undertake the delivery of Semen to or from the Storage Centre or any other location and where we have agreed to do so, we will under no circumstances be responsible for any delays, loss or damage occasioned during transit and however caused (see further above at clause 7).
- 14.8 It is your sole responsibility to ensure that sufficient insurance coverage is procured in respect of the Services carried out in relation to the Semen at one of our Locations. We will not give any advice regarding insurance and it is for you to make your own judgment whether such insurance is appropriate to cover your Property (including the Semen) and risks to it.

**15. Other suspension and termination rights to end the Contract**

*On-going Contracts – one month's notice*

- 15.1 You or we may terminate this Contract (including any Services) upon not less than one month's notice in writing to the other party (or such shorter period or notice as we may in our absolute discretion agree to accept) in writing to us.

*When we may terminate the Contract*

- 15.2 We can suspend the supply of Products and/or Services and/or end our Contract with you immediately on written notice and claim any compensation due to us (including enforcement costs) if any of the following occur:
- 15.2.1 you do not make any payment to us when it is due under the Contract and you still do not make payment within 14 days of our reminding you that payment is due;
  - 15.2.2 you commit any breach of the Contract and fail to remedy the breach within 7 days of receiving our request;
  - 15.2.3 you do not, within a reasonable time of us asking for it, provide us with information, cooperation or access in accordance with this Terms or that we need to provide the Product and/or Service;
  - 15.2.4 you do not, within a reasonable time, either allow us to deliver the Product or Semen (as applicable) to you or collect it from us; and
  - 15.2.5 you become insolvent, bankrupt or enter into any voluntary arrangement with your creditors; a receiver, administrative receiver, or administrator is appointed over any of your assets; you go into

liquidation, whether voluntary or compulsory; or you cease or threaten to cease to carry on business (or any analogous or similar events occur).

*What happens on termination of the Contract*

- 15.3 Upon termination or expiry of this Contract for any reason:
- 15.3.1 you must pay to us all charges accrued under the Contract in respect of Services performed prior to the date of termination (and including any applicable administration and processing fees for the removal of Semen as per clause 9.8);
  - 15.3.2 we will, within 10 working days after the date of termination refund to you any payment made by you under the Contract representing a prepayment for Services not yet performed or Products not yet dispatched prior to the date of termination but after deduction of any amount owing to us by you whether or not under the Contract;
  - 15.3.3 if any Debt is outstanding or Non-Collection of Property in our possession applies, the provisions set out in clauses 9.11-9.12 will continue to apply and will survive termination of the Contract (i.e. they will continue to apply even once the Contract has ended). Such provisions set out our rights to withhold, sell and/or dispose of the Semen in our possession; and
  - 15.3.4 clauses 14 and 18 will also continue to apply following termination of the Contract.

**16. Time for performance and delays or losses outside of our control**

*Time for performance*

- 16.1 Whilst we will make every reasonable effort to provide Products and Services by any date or dates specified in the Contract, such date or dates will be estimates only and time for performance of the Services by us will not be of the essence. If you are consumer, this will not affect your rights referred to under clause 12.
- 16.2 If we are prevented from providing Products or Services in accordance with the Contract as a result of a delay or default on your part and the Contract is not terminated in accordance with the other provisions of these Terms, we will be entitled to reschedule any agreed date or dates for the provision of the Products or Services to such time or times as we will reasonably require taking into account our commitments to third parties, and will be entitled to make a reasonable charge in respect of losses or costs incurred by us by reason of provision of the Products or Services being so prevented.

*We will not be responsible for delays or losses outside of our control*

- 16.3 In addition, we will not be responsible if our supply of Products or Services are delayed or lost due to an event outside our reasonable control (e.g. infection/disease outbreaks, epidemics, pandemics, strikes, lockouts or other industrial disputes, failure of a utility service, infrastructure, or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors). If such an event occurs, we will endeavour to contact you as soon as possible to let you know and do what we can to reduce the delay and/or loss. In the event that such delay is substantial, you may contact us to end the Contract and receive a refund for any Products and/or Services you have paid for in advance, but not received (less any reasonable costs we have incurred and provided that you must pay for all Products dispatched and Services provided prior to the date of such termination in accordance with these Terms).

**17. We use your personal data as set out in our Privacy Policy**

How we use any personal data you provide to us is set out in our Privacy Policy (available via our Site or upon request).

**18. Other important terms apply to our Contract**

*Amendments to the Contract*

- 18.1 No variation of the Contract will be binding on us unless we have accepted it in writing.

*We may transfer our Contract with you, so that a different organisation is responsible for supplying your product/service*

- 18.2 We may transfer our rights and obligations under the Contract to another organisation. We will contact you in writing if this happens and if you are a consumer, we will try to ensure that the transfer will not substantially affect your rights under the Contract.

*You need our consent to transfer your rights to someone else*

- 18.3 You may only transfer your rights or your obligations under the Contract to another person if we agree to this in writing.

*Nobody else has any rights under this Contract*

- 18.4 The Contract is between you and us. Save for our affiliates and group companies, no other person or entity will have any rights to enforce any of its terms.

*If a court invalidates some of this Contract, the rest of it will still apply*

- 18.5 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

*Even if we delay in enforcing this Contract, we can still enforce it later*

- 18.6 If we do not insist immediately that you do anything you are required to do under the Contract, or if we delay in taking steps against you in respect of your infringement of the Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Products and/or Services, we can still require you to make the payment at a later date.

*Use of our Site outside of the UK*

- 18.7 We do not represent that content available on or through our Site is appropriate for use or available in locations outside of the United Kingdom.

*No partnership*

- 18.8 Nothing in these Terms creates a partnership, agency, joint venture or employment relationship between you and us. You must not under any circumstances make, or undertake, any warranties, representations, obligations or commitments on behalf of us.

*Business customers – entire agreement*

- 18.9 If you are a business customer, these Terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these Terms and that you have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

*Which laws apply to this Contract and where you may bring legal proceedings*

- 18.10 If you are a consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in. If you are a business, you irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.
-