

## Sales Contract Frozen Semen

between *Classic Performance Stud, Mr. Jost & Mrs. Urte Appel, Lahnstr. 42, D-35606 Solms, Germany, - hereinafter called 'the seller' -*

Name	Street	ZIP-code, City	Country
Fon:	Mobile:	E-Mail	Name of Studfarm

and

*- hereinafter called 'the buyer' -*

We / I hereby purchase the following amount of frozen semen of the following stallion of the seller:

Stallion	Amount of portions(s)	Price (according to the breeding conditions)

The semen is to be stored at the seller's insemination station until requested (costs per storage, stallion and year: 180,00 €)

The semen will be transported on behalf of the buyer, at his expense and risk in a nitrogen shipping-container (approximate shipping costs within Germany 38,00 € for transport Monday to Friday (=delivery Tuesday to Saturday) resp. 111,00 € transport Saturday (=Delivery Sunday), all additional costs for transportation into other countries will be charged in advance to the buyer, to the following address (only veterinarian, animal hospital, insemination station or insemination appointee):

Name (veterinarian, vet-clinic, insemination station or insemination appointee)		Fon:	Mobile:
Street	Zip-code, City	Country	E-Mail

The semen will be shipped only after this order-form has been sent back to the seller completed and signed and after the sales-price and all costs has been credited on the following bank-account of the seller.

**Account-no (IBAN): DE82 3002 0900 0212 5806 95**

**BIC: CMCIEDDDXXX**

Also the transport of the shipping-container back to the seller is performed on expense and on risk of the buyer. For over-night delivery the order has to be placed Monday to Saturday no later than 12:00 h at seller. Payment is due with the order of the semen.

### Liability

The seller guarantees that the semen is in his free, unrestricted ownership and free of any third party's rights. Beyond that there is no additional guarantee, especially no life foal guarantee. Any liability of the seller for semen loss or damage is excluded as soon as the semen has been handed over to the transportation company in Germany. The seller is not liable for the insemination success. The liability of the seller before transport of semen is limited to gross negligence and willful misconduct, a further liability is excluded, this applies also to damage caused by force majeure.

### Nitrogen Shipping-Container

The buyer provides an own nitrogen shipping-container.

The semen will be shipped in a metal nitrogen-container of the seller (value: 1.300,00 €, maximum 7 days of storage). For the lease of the seller's nitrogen-container the buyer pays 70,00 € in advance to the seller. The buyer agrees to pay additionally the transport-costs for the collection of the empty container at the seller's place and the re-delivery to the seller. The risk of loss of the container stays with the breeder, unless there is a liability of the transport company.

### Miscellaneous

The purchase underlies German law, also the venue (Limburg county-court), the UN sales-law is not applicable. Supplements of this contract need written form, also alteration of the written form.

I / we accredit the contract provisions and the accompanying breeding- and insemination conditions of the seller.

\_\_\_\_\_  
(City) \_\_\_\_\_ (Date)

\_\_\_\_\_  
(Buyer)