

FROZEN SEMEN PURCHASE CONTRACT

Malteso Arenas · PRE Stallion at Stud · Celina, Texas

LG ANCCE UELN 724015130297859

1. The agreement

This Frozen Semen Purchase Contract is entered into between K Equestrian ("Stallion Owner") and the mare owner named on this booking ("Mare Owner"), for the purchase of frozen semen from the Pura Raza Española stallion Malteso Arenas, LG ANCCE UELN 724015130297859.

This contract becomes binding when Mare Owner signs it and the booking fee is received.

2. Price and payment

- The price is \$2,200 per dose.
- A dose is defined as a single insemination unit containing a minimum of 800 million sperm per millilitre which, upon proper thawing, shows a minimum of 30% post-thaw motility.
- A booking fee of \$400 is due at the time of purchase. The booking fee is non-refundable and is applied toward the total price.
- The remaining balance of \$1,800 per dose is due in full before shipment. Frozen semen will not ship until the balance is paid.
- Card processing fees are calculated at checkout, displayed before payment, and paid by Mare Owner. Stallion Owner adds no markup.
- All amounts are in US dollars.

3. Ordering and scheduling

- Frozen semen is available year-round, subject to inventory.
- An order is confirmed only when both the signed contract and the booking fee have been received.
- Mare Owner agrees to observe the ordering and administration protocol for shipment of frozen semen as determined by Stallion Owner.
- Stallion Owner is not liable for shipping delays, courier failures, or other circumstances outside its control.

4. Shipping and delivery

- Frozen semen ships from the insemination clinic in a vapor shipper. Stallion Owner assumes no responsibility to deliver frozen semen to Mare Owner or their designee beyond arranging shipment.
- Mare Owner is responsible for all shipping costs and for insuring each shipment for the value of the vapor shipper.
- Stallion Owner is not responsible for the frozen semen once it has been shipped from the insemination clinic.
- The shipment must be inspected immediately on arrival. The tank latch should be closed with a plastic tie wrap and the tank exterior should be frosty when the lid is opened.
- Any claim regarding the integrity of a shipment must be filed on the day the shipment arrives. A report of damaged semen must be filed within 24 hours of delivery or insurance may be void.
- The vapor shipper remains the property of Stallion Owner and must be returned within 48 hours of delivery at Mare Owner's expense.

5. Receiving and storing the straws

Mare Owner must provide a liquid nitrogen storage tank into which the straws are transferred immediately on delivery. Frozen semen is fragile and handling errors cannot be undone.

- Failure to transfer the straws to a liquid nitrogen storage tank within twenty-four (24) hours of delivery voids this contract and may compromise the integrity and quality of the semen.

- Straws must not be removed from the vapor shipper until they are ready to be transferred to the storage tank.
- Straws must not be held out of the tank for more than eight (8) seconds, or the semen may be damaged.
- Storage with a third party, such as a veterinarian or commercial storage facility, may involve a storage fee for which Mare Owner is responsible.
- Stallion Owner is not responsible for semen that is mishandled.

6. What this contract does not include

Frozen semen is sold as-is. This contract does not include a conception guarantee or a live foal guarantee. No refund or replacement dose is provided if the mare does not conceive or does not produce a live foal.

Outcomes from frozen semen depend on mare fertility, insemination timing, veterinary skill, and handling after delivery — all of which are outside Stallion Owner's control.

7. Insemination

- Frozen semen must be administered by a licensed veterinarian practiced in the use of frozen semen.
- Attempts to use frozen semen outside a controlled and qualified facility can greatly reduce, and may prevent, chances of conception.
- Thawing instructions accompany the straws and must be followed to ensure optimal chances of conception.
- Mare Owner must have the mare checked for pregnancy by a licensed veterinarian at forty-five (45) days and again at sixty (60) days after the last insemination, and must inform Stallion Owner of the mare's pregnancy status.

8. The mare

- Mare Owner represents that the mare is in sound reproductive health and suitable for breeding, and should confirm breeding soundness before insemination.
- Mare Owner is advised that older mares, and mares with poor uterine biopsies, may not be the best candidates for frozen semen.
- Stallion Owner reserves the right to decline any mare at its sole discretion. If a mare is declined before semen ships, the booking fee is refunded in full.
- If the mare dies before insemination, or is found unfit to breed following examination by two licensed veterinarians, another mare may be substituted with the consent of Stallion Owner, under the same terms and conditions.
- If the mare is sold after breeding, Stallion Owner makes no guarantees to the new owner regarding the health or success of the pregnancy.

9. Remaining straws

Frozen semen purchased under this contract is contracted for the mare named on this booking. It may not be used on any other mare without express written permission from Stallion Owner.

Should the mare conceive using fewer than the total number of units received, the remaining straws become the property of Mare Owner. Mare Owner is responsible for all costs associated with the storage and maintenance of the remaining straws.

10. One foal per contract

This contract entitles Mare Owner to one foal from the contracted mare. Freezing of embryos is not permitted. If more than one embryo is recovered from a contracted breeding, each additional foal requires a separate contract and purchase.

11. Registration

K Equestrian will provide an insemination certificate (Mare Breeding Passport) for use by the attending veterinarian. The certificate must be returned to K Equestrian upon completion.

Mare Owner is responsible for ascertaining registry requirements for the use of frozen semen, and for any fees associated with the subsequent registration of foals conceived under this contract.

Mare Owner is responsible for any and all mare breeding surcharges required by any registry. K Equestrian does not pay mare surcharges imposed by any registry.

12. If the stallion becomes unavailable

If Malteso Arenas dies, becomes infertile, or is otherwise unable to breed before frozen semen has been shipped under this contract, all fees paid — including the booking fee — are refunded in full. Stallion Owner has no further liability.

Once frozen semen has been shipped under this contract, Stallion Owner has performed. If Malteso Arenas subsequently dies or becomes unavailable, no refund is due.

13. Liability

- Mare Owner assumes all risk and liability for the mare and any resulting foal.
- Stallion Owner is obligated to provide frozen semen in viable condition at the time of delivery, and makes no guarantee beyond that.
- Stallion Owner is not responsible for failure to conceive, for mare-side reproductive issues, or for any reaction of the mare to the frozen semen.
- Stallion Owner's total liability under this contract will not exceed the total fees paid by Mare Owner.
- Stallion Owner is not liable for indirect or consequential losses, including loss of a breeding season.

14. Governing law

This contract is governed by and construed in accordance with the laws of the State of Texas. Any dispute arising under it will be resolved in the appropriate courts of Texas.

15. Acknowledgment

By signing below, Mare Owner confirms that they have read and agree to these terms, that the booking fee is non-refundable, that frozen semen is sold without a conception or live foal guarantee, and that failure to transfer the straws to a liquid nitrogen tank within 24 hours of delivery voids this contract.