

No 24108

Offspring International AB
Nordenskiöldsgatan 11a
SE-211 19 Malmö

General Conditions

The relationship between customers (owner of mares/breeding-farms) and Offspring International AB incl appointed stallion-stations/agents.

1. Offspring/Stallions Stations/agents obligations:

- provide the customer with a booking-agreement that include price and terms.
- provide frozen semen to be used for booked mares to a breeding-station acknowledged by Offspring and/or appointed stallion-stations/agents.
- allow insemination for the maximum of three times (once per heat period) in the same year.

2. The customer's obligations, etc. The customer is responsible:

- to only breed a mare that have a signed booking-agreement from Offspring and/or appointed stallion-stations/agents.
- to allow the mare to be inseminated during three heat periods without changing the stallion.
- to inform Offspring and/or stallion-stations/agents about the birthday, sex, and possible deviation or defect, as soon as a foal is born.

3. Payment etc.

- Booking/Service fee must be paid in connection with the signing of the contract and always before insemination.
- Live foal fee must be paid within 30 days after the foal is born. A live foal means a foal that is insurable on its second day of life and that does not suffer from any illness or injury (but not external violence) that began within the foal's first ten days of life. Reservation when taking out the insurance does not eliminate payment liability unless the foal dies from this reason for reservation within three months of birth. This also applies correspondingly to foals that are not insured. In order for a foal not to be considered a live birth, even though it was born, a veterinary certificate is required that was issued no later than twelve days after birth and proves that the foal died of illness or injury that began within the foal's first ten days of life or proves that the foal was stillborn or not insurable.
- If the mare is slaughtered before the foal is born or if the pregnancy is prematurely terminated in some other way and this was not necessary for veterinary medical reasons, as confirmed by a veterinarian, the full live foal fee must be paid.
- If the customer sells (incl leases out or in any other way shifts responsibility) on a pregnant mare, Offspring and/or appointed stallion-stations/agents must be informed of who the new owner is. If the new owner fails to pay the live foal fee and/or the mare is sold abroad, the customer is obliged to pay the live foal fee according to the contract.
- If the client is in debt to Offspring and/or appointed stallion-stations/agents, Offspring has the right to withhold the mating certificate until full payment is made.

4. Responsibility etc.

Offspring and/or appointed stallion-stations/agents who provides frozen semen cannot be held responsible for a mare or foal suffering from illness or being injured when the animals are in the stallion keeper's care, except in the event that the damage is caused by gross negligence. In cases where liability for damages exists, the compensation liability is limited to an amount corresponding to two basic amounts according to the General Insurance Act.

When delivering semen to AI stations, neither Offspring and/or appointed stallion stations/agents is responsible for damages that may occur during transport to the station.

If, during the blood group examination of the foal, it turns out that the booked stallion cannot be the father of the foal mare born with it, Offspring and/or appointed stallion-stations/agents shall not be obliged to pay any damages to the customer. On the other hand, mare owners whose mare gave birth to such a foal must receive the paid fee for covering again.

Neither Offspring and/or appointed stallion-stations/agents can be held responsible for the restrictions, on opportunities to participate in competitions with the foal and to have the foal registered in the stud book, which may exist in different countries. It is thus the client's responsibility to investigate such possibilities and limitations himself.

Neither Offspring and/or appointed stallion-stations/agents can be held responsible or liable for compensation for the additional costs incurred by the customer in cases where frozen semen turns out to be damaged in transport or in the event that the stallion was unable to produce enough frozen semen for to meet demand. In such a case, any bookings can be canceled by Offspring and/or appointed stallion-stations/agents.

If it turns out that more mares are covered in a given year than is permitted, Offspring and/or appointed stallion-stations/agents shall not be obliged to pay any compensation to the mare owner. On the other hand, mare owners of mares whose offspring are not allowed to compete and who are refused to be registered in the studbook because of this must receive the paid fee for the covering again.

The parties' commitments apply on the condition that each party's ability to fulfill the agreement is not hindered or significantly hindered by circumstances resulting from official action, war event, import or export ban, strike, lockout, boycott, blockade, fire, death of stallion, lack of fertility, natural death of mare, accident or otherwise through an event that the party could not foresee. What has just been said also applies to delays or non-delivery by the party's subcontractor.

5. Length of the coverage season.

The covering season starts on March 1 and ends on August 1 each year. Coverage earlier or later than the mentioned date can take place. Decisions about mating outside the mating season are made upon request from the customer.

6.GDPR-Data Protection Regulation.

Offspring International AB (556699-2185), Nordenskiöldsgatan 11 A, 222 29 Malmö is the personal data controller for processing customer data such as name, social security number, address, details of signed agreement provided in this cooking contract. Processing of customer data will take place so that Offspring International AB can fulfill its commitment to the client. The customer data may be disclosed to related and cooperating companies as well as to authorities. They may also be used for marketing purposes. Such information transfer may take place using Internet-based technology. By entering into this agreement, the customer consents to the processing of the customer data as above. Consent can be revoked in writing, but revoked consent does not affect Offspring International AB's ability to fulfill its obligations under this agreement. The customer can also notify in writing that he does not wish the customer data to be used for direct marketing. The user has the right to annually request free information about his registered customer data and can request the correction of incorrect data at any time. It is the customer's responsibility to notify Offspring International AB of any changed customer information as soon as possible.