

**Woodloch, Inc.**  
**Frozen Stallion Semen Purchase**  
**Terms and Conditions**

By ordering and purchasing frozen semen from Woodloch, Inc. (“**Woodloch**”), you (the “**Buyer**”) agree and consent to the following terms and conditions (the “**Terms**”), which are incorporated and made a part of your Frozen Stallion Semen Purchase Agreement (the “**Agreement**”).

1. **Dose Provided.** Woodloch will provide one dose of frozen semen (the “**Semen**”) from the selected stallion pursuant to the Agreement. A dose will be defined pursuant to the standard practices of Anoka Equine Veterinary Services (“**AEVS**”).
2. **Representations Regarding Intended Mare; Use of Semen.** The Agreement only allows for the insemination of the mare specifically listed on your Agreement (the “**Mare**”). Buyer represents that the Mare is in good health and sound for breeding, and will remain in such condition at the time of the insemination pursuant to the Agreement. Buyer further represents that Buyer is the owner of the Mare or otherwise has the lawful right to breed her. The Mare’s pedigree provided with the Agreement is true and correct. Buyer agrees that the semen shipped pursuant to the Agreement will be used solely and completely for the insemination of the Mare. Buyer may not sell, transfer or give any Semen to any other person or use the Semen for any other equine without the prior written consent of Woodloch, or it will be considered a breach of the Agreement. Buyer will be liable to pay for each pregnancy if Woodloch consents to splitting any dose.
3. **NO GUARANTEE.** Woodloch makes no guarantee regarding the availability, viability, fertility, or freedom from disease of any semen. The Agreement in no way constitutes a breeding contract, and Woodloch offers no guarantee of pregnancy or live foal birth whatsoever. No refunds will be granted for failure to conceive or for any other reason, unless an order must be canceled by Woodloch. Occasionally Woodloch may cancel an order due to unavailability of Semen, unavailability of a shipping container, weather delays, or for other reasons. In such cases, Woodloch will make such determination in its own discretion and notify Buyer of the cancellation, and in those cases, Woodloch will refund all fees to Buyer.
4. **Liability for Semen and Return of Shipping Container.** All shipping of Semen and return of shipping containers is subject to the policies of AEVS. Buyer agrees that Woodloch is not liable in any way for shipping errors, misrouting, or mistreatment of the dry shipper by the shipping company, which might result in damages to the frozen Semen. Upon acceptance of the Agreement and the Semen Fee, Woodloch will grant AEVS permission to ship the Semen to Buyer. Buyer will pay the Shipping Fee directly to AEVS and make all shipping arrangements with AEVS.
5. **Transfer of Straws.** Buyer is fully responsible for all proper handling and transfer of frozen Semen straws into a liquid nitrogen storage tank upon receipt. Buyer acknowledges the time-sensitivity of this requirement, and that failure to transfer the frozen Semen straws promptly into a liquid nitrogen storage tank will void the Agreement and may jeopardize the integrity and quality of the Semen. Buyer further accepts responsibility for any and all costs of any relevant third party storage facility where Buyer may place the frozen Semen straws into a liquid nitrogen storage tank.
6. **Administration of Doses.** The Semen **must** be administered by a licensed veterinarian practiced in the thawing and use of frozen equine semen. Attempts to use frozen equine semen outside a controlled and qualified facility can greatly reduce and even prevent chances of conception, and any attempt by Buyer to do so will be considered a breach of the Agreement. If requested by Woodloch, Buyer will provide a breeding report listing each insemination date and straws used.

7. **LIABILITY FOR MARE.** Woodloch will not be liable or responsible for any accident or injury or disease suffered by the Mare in connection with the artificial insemination of the Mare with the Semen. BUYER ASSUMES ALL RESPONSIBILITY FOR THE CONDITION OF THE MARE AND ALL RISK OF LOSS OR DAMAGE TO THE MARE WHETHER BY DEATH, DISEASE, INJURY, INFECTION OR OTHERWISE, AND BY ANY CAUSE WHATSOEVER, AND AGREES TO HOLD WOODLOCH, ITS OWNERS, AND ANY PERSON EMPLOYED BY OR ASSOCIATED WITH WOODLOCH, HARMLESS FOR ANY AND ALL DAMAGES ASSOCIATED THEREWITH.
8. **LIABILITY FOR GENETIC TRAITS.** Woodloch will not be responsible for any undesirable genetic traits or conditions that the Mare's offspring may inherit from the Semen. Buyer assumes all such risks and agrees to hold Woodloch harmless for any and all damages that may arise in connection with the Agreement.
9. **Registration of Foals.** It is solely the responsibility of Buyer to determine any registry requirements for the use of the frozen Semen and to pay any fees required for the subsequent desired registrations of any foals conceived.
10. **Additional Terms.** Woodloch is in the business of frozen stallion semen sales. All sales are final upon delivery. Woodloch has the right to refuse service to any person for reasons of unavailability or for any other reason. All prices are subject to change.
11. **Assignment.** The Agreement is between Buyer and Woodloch and even if the Mare is sold, may not be assigned by Buyer without the express written consent of Woodloch.
12. **Captions and Headings.** Captions and headings used in these Terms have no legal significance and are used solely for convenience of reference.
13. **Entire Agreement; Counterparts.** The Agreement and these Terms contain the entire agreement between the parties, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever. Any changes or additions hereafter must be in writing. The Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Signatures transmitted by e-mail, facsimile, or similar electronic means will operate and be accepted as originals.
14. **Governing Law; Jurisdiction; Costs.** The Agreement is governed by and subject to the laws of the State of Minnesota. Buyer consents to the jurisdiction of the state and federal courts located in the State of Minnesota for the purpose of any suit, action or proceeding arising out of the Agreement, and expressly waives any and all objections Buyer may have as to venue in any such courts. If there is any litigation between the parties arising out of the Agreement, the prevailing party will be allowed all reasonable attorneys' fees, all court costs, and incidental expenses incurred or expended in such litigation, to be recovered as a part of the costs therein.