



Allevamento Folli srl

Società Unipersonale

Via Seminaria n. 2, 40027 Mordano (Bo)

Iscr. R.I., C.F. e P.IVA 02149381200 - REA n. 416977

Capitale sociale Euro 11.000,00 i.v.

www.trotstallions.it – info@trotstallions.it

GENERAL MANAGER: Marco Folli - GSM +39.335.80.09.510

GESTIONE CONTRATTI: Manuele Folli - GSM +39.366.60.85.952

Roberto - GSM +39.338.63.10.629

CAPORAZZA: Matteo Folli - GSM +39.348.56.18.848

AMMINISTRAZIONE: Tel. +39.0542.51.513 - Fax +39.0542.58.140

VETERINARIO: Marco Tamburini - GSM +39.335.53.78.697

Breeding contract subject to a condition precedent

..... year: **201**

Mare: born on

from and from

color microchip

Mare owner living in:

..... postcode

address

phone number / , fax / mobile

Tax code VAT number

Granted that Allevamento Folli S.r.l. manages the semen of the stallion

IT IS AGREED AND ACNOWLEDGED THAT:

a) L'Allevamento Folli S.r.l. Società unipersonale VAT Number 02149381200, legally represented by its Sole Director Marco Folli, sales to:

Tax code VAT number

one dose semen of the stallion

At the agreed price of € + VAT

To be paid as follows: € in advance as security deposit, € in full.

The semen has to be picked up in Allevamento Folli S.r.l. in Mordano (BO).

The collection of the semen as well as the transportation costs are in charge of by the buyer. After the semen collection, all the risks connected with transportation and conservation of the semen are in the responsibility of the buyer.

b) The non-interest-bearing security deposit of €, which has to be paid upon signing this contract, will be deducted from the total agreed price at the occurrence of the condition precedent under mentioned. The present contract is effective only on the payment of the security deposit; until the security deposit is paid, Allevamento Folli S.r.l. shall not guarantee any dose or covering service to the buyer. Allevamento Folli S.r.l. shall not be responsible in the event semen of the stallion specifically named above will not arrive at the breeding farm for reasons unpredictable at the moment of signature of the present contract. If this case occurs, the security deposit will be refunded to the buyer with no further obligations on part of Allevamento Folli. S.r.l.

c) The contract is valid only to the mare named and may not be transferred to another mare. The insemination shall take place only at

..... address or identification code

under the responsibility of Dr identification code n

Insemination centers and/or veterinarians have to be in possession of regular authorization according to art. 11 D.M.172/94 and approved by Allevamento Folli S.r.l. at its own discretion. Allevamento Folli S.r.l. will provide at most 3 (three) doses semen per mare.

d) Should the semen be used in an undue or different way from that here specified, this contract shall become null and void due to the buyer's fault and Allevamento Folli S.r.l. shall neither refund the security deposit nor furnish any certificate attesting the insemination.

e) The owner of the mare or the buyer of the semen agreed above in this contract commits himself to communicate no later than 90 (ninety) days after the most recent insemination if the mare is barren or in foal. If the owner of the mare or the buyer of the semen fails to communicate the result of the insemination, Allevamento Folli S.r.l. reserves the right to ask a trustworthy veterinarian to verify the result of the breeding at the expense of the owner.

f) The owner of the mare or the buyer of the semen agreed above in this contract commits himself to communicate to Allevamento Folli S.r.l. by letter with advice of delivery, anticipated by fax or telegram, the birth of the foal within 10 days from the date of the birth. The birth of the foal or in any case the end of the predictable gestation period shall be considered a condition precedent to this contract, being the birth of the foal the event that must occur before any contractual duty arises.

g) According to art. 1359 of Italian civil code, equal fulfillment of the condition precedent agreed by the parties should be considered also: *failure to communicate the state of the mare after insemination as specified in e), as well as failure to provide a veterinary certificate attesting termination of pregnancy, abortion, birth of an aborted fetus or death of the foal within the first 48 (forty-eight) hours.* In other words, if written communication attesting the birth of the foal or the failure to produce a foal is not received by Allevamento Folli S.r.l. at the end of the predictable gestation period, or if Allevamento Folli S.r.l. is not been notified of the pregnancy of the mare, Allevamento Folli S.r.l shall presume that the event subject to condition precedent as written in f) has been accomplished.

h) Service fees are due and payable within 30 days from the birth of the foal, that is to say when the condition above specified in g) can be considered realized. Only when full payment is received, the security deposit will be refunded.

i) If full payment is not received within 30 (thirty) days as specified in h), the buyer must pay interest on arrears for all the unpaid amount, to be calculated on the basis of the rate referred to in Law n. 39 of 01/03/02. Overdue interest has to be considered as integral part of the amount due.

l) The owner of the mare hereby authorizes Allevamento Folli S.r.l. to withdraw from the insemination center and retain the mating certificate issued by the veterinarian responsible for the insemination. All accounts pertaining to the above mare or client must be paid in full before the mating certificate will be delivered to the owner of the mare. If the amount agreed is not paid within the terms, Allevamento Folli S.r.l. shall be entitled to withhold the mating certificate and shall not be liable for the failed inscription of the foal in the official Registry.

m) Allevamento Folli S.r.l. shall not be liable for any congenital defect, injury or disability suffered by the foal, from any cause whatsoever, and the undersigned owner of the mare/ buyer of the semen specifically agrees to this condition and hereby accepts to pay the amount agreed in full even in the event of any such congenital defect, injury or disability.

n) The owner of the mare agrees to pay € + VAT per day for each mare for the mares stationed in the farm during the breeding and all other expenses (including for example: vet cheks, medicines, farrier, birth assistance and so on).

o) Allevamento Folli S.r.l., its agents and employees shall not be liable for injury, death or disability suffered by any mare and/or foal from any natural or unnatural cause whatsoever when in its custody or control or while on the farm.

p) The buyer of the semen acknowledges and agrees that in the event semen is transported off the premises of Allevamento Folli S.r.l. for insemination hereunder, Allevamento Folli S.r.l. shall not be responsible for any errors and injury resulting from the insemination of the abovereferenced mare. Allevamento Folli S.r.l. will make every effort to ship optimum semen but cannot guarantee quantity or quality of sperm due to varying demand.

q) In the event the mare changes ownership during the validity of the contract, the undersigned owner shall inform the new owner of the existence of this contract and notify immediately Allevamento Folli s.r.l. in writing of the change in the mare ownership. If the new owner is in default of payment or any other obligation provided in this contract, the undersigned owner remains personally liable for all obligations hereby expressed.

r) A copy of identity paper of the undersigned owner must be attached to this contract.

s) In relation to what is not explicitly stated in the present contract, it will be passed on to the Italian regulations in effect. For any disagreements, contests or lawsuit arising out of or relating to this agreement, the Court of Bologna (detached venue of Imola) shall have exclusive jurisdiction.

N.B. The booking and the shipment of the semen is subject to the countersignature of the contract with a copy of identity paper attached.

CONSENT FOR HANDLING OF PERSONAL DATA

Taken note of the issues above expressed and conscious of the purposes for which my personal data are requested, I hereby declare that my personal data that I have voluntary provided or will provide to Allevamento Folli S.r.l. is truthful and accurate and that I grant my consent to Allevamento Folli S.r.l. to processing this data for the purpose and to the extent necessary for the aim of this contract. I also consent to processing this data for administrative or accounting purposes, including the sending of invoices via email, as well as for advertising purposes.

Mordano, (date)

Allevamento Folli S.r.l.

The mare owner

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According to art. 1341 and 1342 of the Italian Civil Law, the owner of the mare has read the foregoing and by signing this document signifies the intent to be legally bound the undersigned thereby, and expressly accepts clauses: a,b,c,d,e,f,g,h,i,l,m,n,o,p,q,r,s.

Allevamento Folli S.r.l.

The mare owner

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**Bank account: Banca di Credito Coop. della Romagna Occidentale, Ag. di Mordano (BO)
CIN R ABI 08462 CAB 36980 C/C 00005003693 SWIFT*ICRAITRRCU0 IBAN: IT 63 R 08462 36980 00005003693**