



UPERIOR EQUINE SIRES, Inc.

SHIPPING & CONTAINER CONTRACT

This contract is made this _____ day of _____, 20 _____, by and between Carol Austin of Superior Equine Sires, Inc., hereinafter referred to as "seller," and the person listed below, hereinafter referred to as "purchaser.

Purchaser name _____

Address _____

Phone _____ Fax _____ Email _____

Date semen requested _____

Ship to _____

Address _____

Phone _____ Fax _____ Email _____

1) Purchaser agrees to return shipping container via prepaid FedEx within 24 hours of its receipt, along with signed form acknowledging receipt of transported frozen semen. If tank is not shipped for return within 24 hours, purchaser agrees to pay a \$50 per day delinquent fee until tank is returned.

2) Any loss or damage to the shipping tank and /or shipping container after arrival, will be the responsibility of the purchaser/renter/user. Any compensation for loss or damages, will be billed to the purchaser, up to the sum of \$900.

3) Seller takes no responsibility for any damage, loss or injury resulting from the handling of liquid nitrogen.

4) The parties agree herein that Superior Equine Sires, Inc. is a frozen semen import and export service, and make no claims as to the viability, fertility or freedom from disease of any of the frozen semen and offer no live foal guarantee.

5) This contract shall be interpreted in accordance with the laws of the state of Wyoming, and its validity and administration shall be governed by said laws.

6) This contract may not be assigned or transferred by purchaser.

7) This contract, signed by the respective parties, and those documents referred to herein, which are hereby incorporated by reference, constitutes the entire agreement between the parties, and same may not be amended or modified.

8) In the event of breach of this contract or any part thereof, purchaser agrees to pay any and all reasonable attorney's fees or other expenses of any kind incurred, or which may be incurred by or on behalf of the seller in the enforcement of this agreement.

9) If the delivery service is unable to deliver the product to the addressee for any reason, the product insurance is void.

10) Off-season shipments may incur an extra charge of \$35 nitrogen charge.

Signed _____ Date _____
(Agent for Superior Equine Sires, Inc.)

Signed _____ Date _____
(Purchaser)

SUPERIOR EQUINE SIRES, Inc. is a frozen semen import and export service. We make no claims as to the viability, fertility or freedom from disease of any of the semen. There is no breeding contract and no live foal guarantee. All sales are final upon acceptance of delivery. All prices are subject to change.

**Superior Equine Sires, Inc., Carol Austin, P.O. Box 991, Bellingham, WA 98227
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