



# SANTIAGO D'ETE

## CONTRACT FOR THE SALE OF STALLION SANTIAGO D'ETE'S SEMEN Breeding season 2022 – Foals' birth in 2023

### BETWEEN THE FOLLOWING PARTIES:

SCUDERIA GARDESANA S.r.l. with registered office in VERONA (VR), Italy, Via della Valverde, 87, postal code no. 37128, VAT no. 00577390982, legally represented by Mr. Francesco Fraccari, hereinafter as "SG"

#### AND:

\_\_\_\_\_ with registered office in  
Address \_\_\_\_\_, Province \_\_\_\_\_,  
postal code no. \_\_\_\_\_, Country \_\_\_\_\_,  
VAT no. \_\_\_\_\_,  
certified mail \_\_\_\_\_, recipient code \_\_\_\_\_,  
telephone no. \_\_\_\_\_ mobile no. \_\_\_\_\_,  
legally represented by Mr. / Mrs. \_\_\_\_\_  
mobile no. \_\_\_\_\_, tax code \_\_\_\_\_  
e-mail \_\_\_\_\_, hereinafter as "Breeder".

### PROVIDED THAT

SG is the owner of the stallion SANTIAGO D'ETE, born on April 27<sup>th</sup>, 2011 from DAGUET RAPIDE and LOVE ME TENDER;

the Breeder is the owner and/or responsible for the mare \_\_\_\_\_  
resident in \_\_\_\_\_

the Breeder wants to buy from SG the semen of the stallion SANTIAGO D'ETE to inseminate the above stated mare according to the terms and conditions which regulate the Present Contract;

### THE PARTIES AGREE WHAT FOLLOWS:

#### 1) PREMISE

1.1. The Premise is the essential part of the Present Contract.

#### 2) OBJECT

2.1. In accordance with the legal healthcare instructions and timings, SG sells the semen of the stallion SANTIAGO D'ETE to the Breeder who buys it to inseminate the above mentioned mare for which he agrees to pay the respective price as per point no. 3 of the Present Contract.



### 3) PRICE AND PAYMENT TERMS

3.1. The price for the sale of the semen, in the proper quantity needed for insemination, is agreed and accepted by the Parties at Euro 1.300,00 (one thousand three hundred / 00) plus 10% VAT, for a total amount of Euro 1.430,00.

3.2. This amount will be due according to the following terms: € 150,00 + 10%VAT as first deposit to be paid at the moment of the semen reservation (please kindly be informed this deposit is non-refundable); Euro 1.150,00 + 10%VAT balance will be paid at the foal's birth within and no later than October 31<sup>st</sup> 2023. Payments will be accepted only via bank transfer to the following bank account:

**Bank name: BCC – Banca Patavina Credito Cooperativo di Sant'Elena e Piove di Sacco – based in Celesio (PD)**

**IBAN: IT22Z087286285000000040619**

**Holder: Scuderia Gardesana S.r.l.**

**BIC / SWIFT: ICRAITRRK80**

SG will send the two invoices of the respective payments as per above: the first for the amount of Euro 150,00 + 10%VAT and the second one for the amount of Euro 1.150,00 + 10%VAT.

### 4) SEMEN RESERVATION AND DELIVERY

4.1 Semen reservations will be accepted only from Monday to Friday by 6:00 pm two days prior the delivery date through a Whatsapp text to **+39 346 478 9663** specifying the following data:

- Personal information of the owner of the mare as previously stated in the Present Contract;
- Name of the mare as stated in her passport;
- Shipping address and name of the person in charge of the pick-up.

Costs related to the explantation and packaging equal to Euro 60,00 22%VAT included per each dose, together with the shipping ones which will be calculated depending on the foreign country, will be paid cash on delivery by the Breeder to SG.

4.2. Should the Breeder ask to change the mare, he must communicate the name of the replacing mare to SG attaching the medical certificate which states the non-pregnancy of the former mare, previously declared on the Present Contract.

4.3. Under his own civil and penal responsibility, the Breeder / Owner of the mare or the Buyer of the semen previously stated on the Present Contract commits to inform SG about the mare condition within 90 days from last insemination, i.e. pregnant or not.



Should this communication be missing, SC is entitled to ensure the mare condition by appointing his trusted VET to visit her. The costs for this will be submitted to the Breeder / Owner of the mare. The above mentioned right does not excuse the Breeder / Owner of the mare or the Buyer of the semen to communicate the pregnancy (or not) of the mare respecting the previously stated term.

#### **5) COMMUNICATION OF THE BIRTH OF THE FOAL**

5.1. The Breeder will send a written communication of the foal's birth to SG as soon as it occurs. In that very moment the Present Contract will be completed and SG will emit the second invoice for the left amount.

#### **6) TRANSFER OF THE CONTRACT**

6.1. Both the Parties agree and accept that the Present Contract cannot be transferred to any Third Party.

#### **7) BREEDING OF THE MARE – INSEMINATION VETERINARY HEALTH SERVICES**

7.1. The Object of the Present Contract is exclusively the semen of the stallion SANTIAGO D'ETE. Other similar, optional or consequent services and performances are NOT involved NOR regulated by the Present Contract.

7.2. To read about the breeding of the mare please see the below optional clauses of the Present Contract.

#### **8) REGULATING LAW AND ARBITRATION**

8.1. All similar or optional matters that are not treated on the Present Contract will be regulated by the Italian Arbitration Law.

8.2. Any dispute arising under this Agreement shall be settled by arbitration in accordance with the Italian Law and will be held at the Court of Verona in the city of Verona, Italy.



This agreement is made in two copies and sent by e-mail, the parties have agreed that this e-mail cooperation agreement has the same status as an original document, the parties have agreed on this, and have taken one copy each.

Read, approved and signed in 2 (two) copies on \_\_\_\_\_ , in \_\_\_\_\_ .

**SCUDERIA GARDESANA SRL**

**THE BREEDER**

\_\_\_\_\_

\_\_\_\_\_

Both Parties sign this Agreement according to the Italian law, articles no. 1341 and 1342 of the Civil Code and of articles no. 2/3/5/6 e 8 of the Present Contract.

**SCUDERIA GARDESANA SRL**

**THE BREEDER**

\_\_\_\_\_

\_\_\_\_\_

Sant'Angelo di Piove , \_\_\_\_\_



## OPTIONAL CLAUSES

1. The deposit of € 150.00, to be paid upon signing this Agreement, will be charged to the price account upon the occurrence of the suspensive condition indicated below. The payment of the deposit is a condition of effectiveness of this Agreement and until this obligation is fulfilled, Scuderia Gardesana srl is not required to reserve any dose or stud for the Breeder / Buyer. Scuderia Gardesana is in any case exonerated from any responsibility in the event that for reasons not foreseeable at the time of signing this Contract, it does not come into possession of the semen of the interested stallion. In this case, the Breeder / Buyer will simply have the right to be refunded of the paid deposit excluding any compensation for damage which the Buyer renounces from now.
2. Additionally, the following actions constitute fulfillment of the condition conventionally assumed by the Parties also pursuant to art. 1359 of the Italian Civil Code: failure to report the state of pregnancy within the specified terms and in the indicated manner, or failure to provide suitable medical-veterinary certification of termination of pregnancy, abortion or death of the foal at birth or in the 48 (forty-eight) hours following birth. In other words, at the completion of the physiological time of the pregnancy, if Scuderia Gardesana srl does not receive news nor the certification of the birth or its unfortunate outcome, or even if it has not received news of the pregnancy itself, Scuderia Gardesana will consider that the submitted event provided and inferred in the Contract it is fulfilled.
3. The Breeder / Buyer of the semen authorize Scuderia Gardesana, in the event of failing to send to the latter the duly signed semen purchase Agreement, and in any case, in the event of non-fulfilment of the Present Contract (including missed communication to Scuderia Gardesana of the use of the semen and of the exact name of the inseminated mare), to omit the addition of the fertilized mares with the relative stallions in the specific list to be sent to the competent administrative offices (list to be delivered within the terms established by MIPAAF in the year of fertilization). Scuderia Gardesana srl will be able to obviate the inclusion of mares and foals from the aforementioned lists also in these cases: missed communication to Scuderia Gardesana of the insemination of a mare other than the one indicated in the Present Contract; failure to pay the full price of the stud and expenses attributable to this Agreement such as the costs for the mare pension, medicines, Veterinary costs, etc., any pending debts with the Scuderia Gardesana even if not dependent on this Agreement.
4. Scuderia Gardesana srl is expressly exempt from any and all liabilities in the event of the birth of the foal affected by malformations or any other pathology, and in such cases the Breeder / Owner of the mare requesting the semen will be obliged to pay the entire agreed amount.
5. The Breeder / Owner of the mare accepts the charge of the daily pension of € 13.00 + VAT as per law for the mares who stay at Scuderia Gardesana during the breeding period. All other expenses (such as veterinary visits, medicines, shoeing, foalbirth assistance) will be calculated and charged separately, each with its own specification.
6. Scuderia Gardesana srl and its employees cannot be considered responsible for any damage, disability or death caused to the mare and / or to the foal, as a result of diseases that horses might have suffered from or as a result of actions and interventions by employees or third parties as well as natural events, during their stay at Scuderia Gardesana, for which the Breeder / Buyer renounces any compensation action from now.
7. In case of sale or transfer or any other event that determines the change of ownership of the mare during the validity of the Present Contract, the Holder of this Contract (i.e. the former Breeder / Owner of the mare) commits to inform the new owner of the inseminated mare about the existence of the Present Contract and to give immediate written notice to Scuderia Gardesana srl. Furthermore, he / she remains in any case required to fulfill the obligations assumed under this Agreement.
8. A copy of the Present Contract, duly signed in its original copy by the Holder, is required together with a copy of the document of the Holder.



**NOTE: in case of failure of duly signing the Present Contract in its original copy, failure of sending a copy of the document of the Holder of the Contract and failure of paying the deposit, no semen reservation will be considered valid and nor shipment will be implemented.**

**CONSENT TO PROCESSING PERSONAL DATA** – Having acknowledged the information mentioned above and fully aware of transmitting data / information for the following purposes, I express my consent and allow Scuderia Gardesana srl to collect and store my data; to process my personal data aiming to define the commercial profile in the manner and within the limits indicated in the respective information; to use my personal data for its own marketing and promotions purposes through their business devices, and social media profiles; to process my personal data for its administrative and accounting purposes including any e-mail transmission of commercial invoices by Scuderia Gardesana srl; to use my commercial profile for third parties' marketing and promotions purposes.

#### TRUSTED BANK ACCOUNT



BCC – Banca Patavina Credito Cooperativo di Sant'Elena e Piove di Sacco –  
branch based in Celeseo (PD)  
**IBAN: IT22Z0872862850000000040619**

**SCUDERIA GARDESANA SRL**

**THE BREEDER**

Sant'Angelo di Piove , \_\_\_\_\_