



TERMS AND CONDITIONS OF ELITE STALLIONS Ltd

By placing an order you (the "Customer"), are agreeing to the Terms and Conditions of Elite Stallions Ltd ("ES"). All orders are subject to these terms and conditions which cannot be varied.

1. No guarantee of pregnancy is given by ES under any circumstances whatsoever.
2. Customers are presumed to have read all information and advice imparted verbally or in writing by ES. ES uses reasonable endeavours to ensure that all information and advice provided by it is accurate. However, ES cannot accept liability for any incorrect information. Customers are advised to verify the accuracy of all information themselves, and to discuss all issues with their vet as appropriate.
3. ES will use reasonable endeavours to resolve any disputes relating to the quality or other properties of any semen, but liability for semen rests solely with the relevant stud.
4. Liability and risk for the semen and any container it is transported in is the responsibility of the relevant stud prior to despatch, the transport company whilst in transit and the person or company to whom the semen is delivered from arrival.
5. ES is not liable under any circumstances for any loss or costs incurred where semen is unavailable or delayed, including, but not limited to, veterinary, livery or transport costs.
6. Time of delivery is the responsibility of the relevant stud and transport company. ES accepts no liability for the time of delivery of semen. Although the transport couriers endeavour to deliver in accordance with timed deliveries, they do not guarantee a timed delivery. As such, neither the transport companies nor ES provide any compensation for any loss or costs arising from late delivery of semen, and in addition the full transport charge will still apply and is payable by the customer.
7. ES is in no way endorsing or recommending any third party referred to on the website or contained in the information provided by ES, and ES is not responsible or liable for any third party's actions.
8. All prices and terms, and the availability of stallions are subject to change. The Customer must confirm these with ES immediately prior to ordering and payment.
9. ES provides no product exchange or money back guarantee. Once payment has cleared the order is placed and cannot be refunded or exchanged.
10. Semen advertised by ES may be unavailable at times without notice. ES will in these circumstances use reasonable endeavours to provide semen in exchange (of the same value or a lesser value to that ordered), or a refund if no semen has yet been delivered under the order. In the event that semen has already been delivered under an order and semen cannot be provided in exchange, the mare will be required to miss a cycle.
11. ES reserves the right to refuse to accept any order and to cancel any order already placed (whether semen has already been delivered under the order or not) at any time and at the sole and absolute discretion of ES.
12. In the event that ES cancels any order, the full amount paid by the Customer will be refunded, unless the Customer has already received a dose or more of semen, in which case the Customer will be refunded the full amount paid less a deduction for the value of goods received.
13. All chilled and frozen semen supplied are subject to the terms offered by the supplying stud, if frozen semen is used please be aware that you may be charged per pregnancy if doses are split. Please confirm terms with ES prior to insemination and note that most frozen semen sold does not have any guarantees or stud terms.
14. All orders placed are subject to the laws and jurisdiction of England and Wales.