

**REQUEST TO TEST SAMPLE**

RE: Hip Number \_\_\_\_\_ purchased by the undersigned (the "Purchaser") at the 2020 \_\_\_\_\_ yearling sale (the "Yearling").

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Purchaser hereby requests Gluck Equine Research Center ("Gluck") to test (the "Test") the blood samples collected from the Yearling when the Yearling was owned by Stonestreet that are stored by Gluck (the "Samples") for the presence of bisphosphonates and anabolic steroids (the "Banned Substances"). If a Test concludes that the Banned Substances were administered to the Yearling while owned by Stonestreet (a "Positive Result"), Purchaser shall have the option to return the Yearling (the "Right of Return"), which shall be the sole and exclusive remedy available to Purchaser if there is a Positive Result. If Purchaser chooses to exercise the Right of Return, Purchaser shall return the Yearling to Stonestreet within three days following receipt of notice of the Positive Result. Upon return of the Yearling, Stonestreet shall refund the purchase price paid for the Yearling to Purchaser without interest. If Purchaser does not exercise the Right of Return within such time period, Purchaser irrevocably waives its Right of Return and shall have no further recourse against Stonestreet. The results of the Test, absent fraud or bad faith, shall be binding upon Purchaser, final and non-appealable.

Purchaser shall be solely responsible for all costs and expenses associated with or related to the Test charged by Gluck. Purchaser shall pay such costs and expenses to Gluck prior to the Test in accordance with Gluck's customary policies and procedures.

Gluck has maintained sole custody and control of the Sample and shall perform the Test in accordance with normal laboratory standards. Purchaser has no right to remove the Sample from Gluck, to have the Sample retested following the Test, to request a split sample, to test for any other substances or to have any other tests performed on the Sample.

Purchaser acknowledges and agrees that all right, title, and interest in and to the Sample is the sole and exclusive property of Stonestreet. Purchaser's sole right related to the Sample is the ability to request Gluck conduct the Test. Purchaser has no ownership or other right in or to the Sample and has no right to possess, use, or test the Sample other than to request the Test. In consideration of Purchaser's right to request the Test and Right to Return, Purchaser agrees to keep the results of the Test strictly confidential and agrees not to disclose, publish, communicate or make available the Test results to any person or entity, for use of their own account or otherwise, except to the extent required by applicable legal process.

Stonestreet shall have no responsibility whatsoever regarding the methodology, process, results, or conclusions of Gluck in holding, storing, testing, or otherwise handling the sample. Stonestreet makes no representation or warranty with respect to, and Stonestreet shall not be liable for, the condition or quality of any Sample, any destruction of, damage to, or misuse of the Sample, any improper testing, freezing, maintenance, storage, withdrawal or thawing of the Sample, or any contamination of the Sample. Stonestreet shall not be liable for any failure to maintain or provide a Sample if such failure is caused by or results from acts beyond Stonestreet's control.

EXCEPT FOR STONESTREET'S OBLIGATION TO REFUND THE PURCHASE PRICE PAID FOR THE YEARLING ABOVE, IN NO EVENT SHALL STONESTREET OR GLUCK BE LIABLE TO PURCHASER OR TO ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, EXPENSES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY POSITIVE RESULT.

This agreement (i) together with the terms and conditions set forth on [www.stonestreetfarms.com/complete-confidence/](http://www.stonestreetfarms.com/complete-confidence/) constitutes the sole and entire agreement of Stonestreet and Purchaser with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter; (ii) shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky; (iii) may be executed in any number of counterparts, and may be delivered by facsimile or email transmission; and (iv) shall be binding upon and inure to the benefit of Purchaser and Stonestreet and their heirs, successors and assigns. Except as expressly set forth herein, the Conditions of Sale are hereby ratified and remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Request to Test Sample as of the date set forth below.

Purchaser Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Submit completed and executed Request by email to [info@stonestreetfarms.com](mailto:info@stonestreetfarms.com) or by fax to 859-259-9660.