

1 STALLION* **Comme il Faut** **Anchorman**

ALTERNATIVELY

Embryo transfer
– Please note the terms and conditions –

Fresh semen

If handwritten:
– Please only fill out readable in block letters –

2 OWNER*

Street

Postcode

Phone

Email

Breeding association, to which the insemination should be reported

Place

USt - IdNr.

VAT - IdNr.

3 MARE

Membership number

Name of mare

Color

Sire

Dam

Dam sire

Performance mare

YES

NO

Life number of mare

Date of birth

Life number of sire

Life number of dam

Life number of dam sire

4 FIRST INSEMINATION*

Date

Name of vet executing the insemination
– Please enclose a certificate –

Street

Postcode

Phone

Email

Güst – not conceive

YES

NO

Place

5 DELIVERY TO*

Street

Postcode

Phone

Email

Semen is needed on*

Place

Country

Date semen delivery*

– Will be completed by Hengststation Vornholt –

6 SHIPPING METHOD*

DAY EXPRESS
– own cost –

NIGHT EXPRESS
– own cost –

SELF PICKUP
– cost-free –

TERMS AND CONDITIONS*

I have read and accepted the general terms and conditions.

DATA PRIVACY STATEMENT AND CANCELLATION NOTICE*

By submitting your query you agree that your data is processed for the purpose of dealing with your query.

The following conditions apply to all contracts for either purchase of semen and/or insemination between Vornholt stallion station, Angelmodder Weg 82, 48167 Münster (hereinafter stallion keeper) and their customer (hereinafter breeder) and are accepted by the breeder.

Covering Season

The covering season starts on 01 March of any given year and ends on 15 August of any given year, except when otherwise agreed on between stallion station and breeder.

Semen Orders

On principal, orders for fresh cooled semen received by 9.30 am on working days can be delivered the same day – depending on the distance to the place of delivery. Semen orders from outside Germany and on weekends should be placed by 9:00am preferably in order to ensure a timely delivery. Semen can be ordered by phone (Berni Wickenbrock: +49 (0)160/72 69 629, by fax (+49 (0)2506/61 69), by email info@hubertvornholt.de or through the semen order form on our website.

Please make sure the semen order contains the following information:

1. mare's name, sire - dam, life number (the delivered semen may only be used for the mare in question).
2. mare owner's name and full address
3. chosen stallion
4. address of inseminating veterinarian; if the insemination is carried out by an insemination technician, we need the certification/permit
5. shipping destination
6. intended use for embryo transfer if so (compare paragraph embryo transfer)
7. membership number of the breed association to receive the insemination report (covering certificates must be submitted to us at the beginning of the covering season)
8. telephone number in case of enquiry call

Shipping of semen

Semen is shipped using a parcel service, with the costs borne by the mare owner. Costs will be invoiced separately, same as costs incurred for shipping semen from other stallion stations.

Weekend delivery is possible upon prior agreement. In this case, the specific shipping charges are higher and must be requested individually. Please return the containers with the proper postage paid, otherwise they will be invoiced. The stallion station does not warrant semen delivery to the breeder or the contracted vet in good time provided that the semen has been properly consigned to the shipper by the station. Liability for damages in transit is excluded. In case of very frequently used stallions, semen delivery may be limited to a maximum of two straws per mare/heat cycle.

Shipping semen abroad requires a certificate issued by a government vet. The mare owner is billed for these costs. By delivering the mare or by ordering semen you accept our breeding terms and liability.

Shipment will only take place after all the stallion keeper's claims arising from the conclusion of the contract have been paid in full.

Conditions/Prices

The stud fees applicable for the entire covering season are published on our website or in the relevant station brochure.

On principle, the stud fee (I and II) is payable in advance. Should a stallion become non-available during the covering season, the breeder is not entitled to have the stud fee refunded, but the stud fee can be taken into account for using another of the station's stallions.

Special Provisions

In case a mare did not conceive or maintain the pregnancy

- stud fee II will be refunded provided that a veterinary certificate is submitted by 1st October of the current year.
- stud fee II will be credited for the next covering season provided that a veterinary certificate is submitted by 1st December of the current year.

Regrettably, no refunding or crediting is possible unless these certificates have been submitted within the stated period. Should a mare not conceive after having been inseminated only once before the end of a given stallion's breeding season, the entire stud fee already paid will be credited for the next year.

Mares Staying at the Station

For mares to be inseminated by stallions stood at our station we provide breeding livery (loose box and grass) at 12 € or, with foal at foot, 14 € per day. Livery costs for mares to be inseminated by an outside stallion are 16 € per day.

The animal clinic Karthaus is in charge of the veterinary care of the mares to be inseminated at our station. In case the stallion keeper considers it appropriate, the owner of the mare or horse agrees to having a veterinarian consulted at the owner's expense and to be billed separately by the animal clinic. For all mares intended for covering/insemination, with the exception of mares with foals and maiden mares, a recent swab result must be produced.

Embryo Transfer and ICSI

It is mandatory to state a mare's intended use for embryo transfer when ordering semen and to record it every time the mare is inseminated. Moreover, mare owner and stallion keeper must sign a separate Embryo Transfer Agreement prior to the first insemination.

Each flushing of an embryo as well as the surrogate mares must be documented and the breeder must inform the stallion keeper as to the result immediately after flushing.

In case of an embryo transfer without prior notification, the double price is charged for each insemination. The specific stud fee will be charged for every flushed embryo (also when frozen).

Prior to the ordering party or a third party's use of Vornholt stallion station semen for the ICSI procedure, the approval of Vornholt stallion station must be obtained in writing.

In case the breeder violates this obligation with the ordering party or a third party using Vornholt stallion station semen for the ICSI procedure without having obtained the prior approval of Vornholt stallion station in writing, this shall incur a € 25,000 (incl. VAT) contractual penalty per each single violation payable by the ordering party in favour of Vornholt stallion station.

Liability

We exclude liability for negligent breach of duty. This limitation does not extend to damages of life, body, or health, warranties or damages resulting from essential breach of contract (a duty the fulfilment of which is so essential for the proper execution of the contract that the breeder can typically and regularly expect adherence).

Liability claims as to damages resulting from violation of essential contractual obligations are limited to the compensation of foreseeable, typically occurring damage. The same applies for breaches of duty by our legal representatives or vicarious agents. Liability for intent and gross breach of duty shall remain unaffected.

Place of Fulfilment and Jurisdiction

Place of fulfilment is the seat of the stallion keeper.

Sole place of jurisdiction for all present and future claims arising from the business connection shall be the seat of the stallion keeper provided that the breeder is a merchant.

German law shall apply exclusively, in particular the Civil Code (BGB) and Commercial Code (HGB) under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (GISG).