

TERMS & CONDITIONS

All breeders who utilize our services, accept the conditions given in the following as well as the Terms & Conditions for Breeding and Insemination issued by the respective breeding societies.

I. In General

The breeding season begins on January 1, 2018 and ends on August 1, 2018. The owner of the mare is obligated in general to have a veterinarian take of cervical culture (swab) for examination before the mare is inseminated and to have a veterinarian ensure that the mare is in heat through a follicle exam and/or by a teaser stallion.

II. Ordering Semen

Orders for the shipment of fresh semen (NSE) must be placed by 10:00 a.m. on Monday-Friday and by 9:00 a.m. on Saturdays, by phone or by fax (a form for ordering semen can be downloaded at www.gestuet-neuenhof.de). Shipment will not be made on Sundays or holidays (for exceptions, go to www.gestuet-neuenhof.de). Semen will only be shipped if the insemination fee has been paid in advance. The costs for shipping semen will be invoiced separately and are to be paid by the breeder. When ordering semen, the following information must be unambiguously given:

- Desired stallion
- Name and complete address of the owner of the mare
- Name and complete address of the veterinarian or insemination technician
- Shipping address
- Information on the mare (name, pedigree, universal equine life number, age)
- Your membership number in the breeding society which we are to notify of the insemination

The semen delivered may only be used exclusively for the mare stated on the form!

The form enclosed with the delivered semen 'Attestation of Use of Semen' [Samenverwendungsnachweis] must be filled out and returned to the shipping insemination station within 3 workdays. A charge of 6.00 Euro per container will be invoiced to the breeder for the shipment container, including cold packs, which can be destroyed after receipt.

Breeding certificates [Deckscheine] are to be submitted to the stallion keeper (not the veterinarian) at the beginning of the breeding season!

The insemination fee (see III.) is due before the first delivery of semen and is to be transferred to the account of Hengststation Gut Neuenhof KG held at the Kreissparkasse Köln as follows:

Kreissparkasse Köln, Account No.: 194277820
BLZ: 37050299
IBAN: DE60 3705 0299 0194 2778 20
BIC: COKSDE33XXX

If the mare is not in foal or comes in heat again after the insemination, no new semen will be shipped if the insemination fee as well as accrued shipping costs have not been paid by this time. A breeding certificate will only be issued and forwarded to the breeding society after the insemination and in-foal fees (see III.) have been paid in full.

If a stallion becomes unavailable during the breeding season on short notice for special reasons (competition at shows, illness, etc.), frozen semen will be used, if available, or if the mare owner so desires, another stallion at our station in the same price category can be used. There is no entitlement to a refund of the insemination fee (see III.); however, the full amount of the paid insemination fee will be credited towards the total stud fee for the new stallion utilized.

III. Stud Fee Splitting for Delivery of Fresh Semen

The total stud fee for a stallion is divided into an insemination fee and an in-foal fee.

1. The insemination fee for each of our stallions applies for the entire duration of the breeding season and will be invoiced to the breeder in any case. This fee covers, among other things, the expense of collecting semen, preparation of the fresh semen and administration costs.

There is no entitlement to credits or discounts for the insemination fee. The insemination fee is due before the mare is inseminated for the first time. Costs for shipping the semen, veterinary services or boarding costs are not included in the insemination fee.

2. The in-foal fee is due when the mare is in foal on the 45th day. The 45th day after the last insemination is the relevant in-foal date. Without being

asked, breeders must submit to Hengststation Gut Neuenhof KG an attestation that the mare is not in foal in the form of a written certificate issued by the treating veterinarian by October 1, 2018 by the latest. Otherwise the mare will be deemed in-foal.

If attestation by a veterinarian has not been submitted within 14 days after the maximum 45th day, the in-foal fee will be automatically due. This also applies if it is determined that the mare is not in-foal at a later date.

3. In the case of an embryo transfer, the full stud fee will be due for each successfully transferred embryo.

If an embryo transfer is planned, this should be stated when semen is ordered.

4. There is generally no entitlement to the delivery of several doses of semen per estrus cycle although this will be done if possible. Orders will be delivered in chronological order of receipt.

5. In the case of mares attested as not in-foal, neither a breeding certificate [Deckschein] will be issued nor will the respective breeding societies be notified of breeding/insemination.

IV. Delivery of Semen Abroad

Before delivering semen abroad for the first time, the stallion station must be given the valid operational approval number of the receiver of the delivery so that an application for the necessary official veterinary health certificate can be made with the German Veterinary Office.

For this same reason, when ordering a delivery of semen on Saturdays, Sundays or holidays, the order must be received by 9:00 a.m. the prior workday.

The shipment of semen abroad will only take place against advanced payment of the entire stud fee plus shipment costs and expenses for the official veterinary health certificate.

Deliveries abroad should be discussed by phone in due time.

V. Special Conditions

We will give a discount in the amount of 100.00 Euro per mare if a breeder has three or more mares bred by stallions at our station and for which the in-foal fee is due. Any further special conditions must be agreed upon.

VI. Health Care and Breeding Hygiene

The owner of the mare or horse declares that he agrees to have an equine veterinarian (station veterinarian) called in at his expense, if necessary, should the stallion keeper deem this appropriate. The costs for this will be invoiced to the owner of the horse separately.

VII. Liability

The stallion keeper will only be liable for damages caused by him or his vicarious agents due to willfulness and gross negligence. This liability limit includes all damages that may take place while boarding the mares and leading the mares to stallions.

The stallion keeper will not be liable for damages caused by third parties. This also applies if something goes wrong when delivering the shipment of semen.

To cover the risks that arise from German legislation concerning liability of animal owners and keepers of animals [Tierhalter- und Tierhüterhaftung (833, 834 BGB)], the owner of the mare must have taken out appropriate liability insurance.

Place of performance is the registered address of Hengststation Gut Neuenhof KG. The court responsible for the registered address of the company is the exclusive place of jurisdiction for all present and future claims.

Nideggen, January 2018



When semen is to be delivered the same day through Hippo Xpress, the order must be received by the **latest at 7:00 a.m.**



A veterinary certificate attesting that the mare is **not in-foal** must be submitted to us **by the 45th day** after the last insemination; otherwise, not only the insemination fee but also the in-foal fee will be due.