

General sales conditions for breeding season 1.1.2018 - 31.7.2018

1. Rules

The deposit of €250 must be paid before the first insemination.

The remaining € 1,000 from the stud fee is payable before of October 1 2018 in the current year if the mare is pregnant. (the price of € 1250 is VAT included).

Payment of the deposit

The deposit is payable to account number A.S.B.O. B.V.B.A. or IBAN BE 14 7343 7308 8883 and BIC KREDBEBB prior to delivery of the semen. Your phone number and the invoice number must be mentioned. The payment is due to A.S.B.O. B.V.B.A, address Kratenberg 5 3221 Nieuwrode Belgium.

The receipted invoice for the deposits will be sent upon receipt of the payment.

Payment of the amount due

Before October 1st of the current year, the owner of the mare must produce the last insemination report, indicating whether the mare is pregnant or not. In case the mare is not in foal, only a statement from a licensed veterinarian will be considered valid. In case the breeder does not provide said statement proving that the mare is not in foal, the stud fee shall become payable as of said date.

We offer a €100 discount as of the second mare that is serviced the stallion IronMan van de Padenborre of stud farm G.W.H – A.S.B.O. – Padenbore in the same year. The stud fee for the first mare is € 1,250; stud fees for following mares will amount to €1,150. These discounts are not available for customers that are working through resellers of stud farm G.W.H – A.S.B.O. – Padenbore . The delivery of the semen is subject to 6% VAT (the price of € 1250 is VAT included), all other services are subject to 21% VAT. In accordance with European directives, all goods and services supplied to another EU member state are subject to intra-community VAT.

2. Live foal guarantee

In case of non-pregnancy on 01/10/2018, in the event of a miscarriage after 01/10/2018, or death of the foal within 48 hours after birth, the amounts paid will be transferred to breeding season 2019, provided that a veterinary certificate is produced to *stud farm G.W.H – A.S.B.O. – Padenbore* within the agreed time limits. In all cases mentioned in paragraph 2 above, the purchaser has the right to rebreed *subject to the conditions of 2018, while taking into account the payment of the deposit. No increases of the stud fee will be charged. In the event that several mares are being served, the aforementioned discount is only valid from the 2nd mare onwards.*

4. Frozen semen

In the event of insemination with frozen semen, both empty, used straws, as well as unused straws must be returned to *stud farm G.W.H – A.S.B.O. – Padenbore*.

After the first estrous cycle, additional doses will only be provided after receipt of a certificate of non-gestation by a licensed veterinarian.

If the mare is not in foal after three estrous cycles, *stud farm G.W.H – A.S.B.O. – Padenbore* reserves the right to demand that the next insemination takes place at a centre of its choice and any additionally used doses will be invoiced at the price of €10.00 per straw.

5. Embryo transfer

When the owner of the mare wants to perform an embryo transfer, he must imperatively inform *stud farm G.W.H – A.S.B.O. – Padenbore* thereof prior to the first order of semen.

When no embryo(s) is/are found, semen can be reordered for the same mare, provided that a statement from a licensed veterinarian showing that the last insemination was negative, is produced.

In the event of a successful embryo harvesting, a new breeding agreement must be made in case additional semen is ordered for a mare.

In case multiple embryos are harvested after an insemination, the same amount of deposits for stud fees as there are identified estrous cycles will be invoiced. The breeder undertakes to inform *stud farm G.W.H – A.S.B.O. – Padenbore* within fourteen days after a successful transfer.

The stud fee is payable for each successfully transplanted embryo if the mare is in foal by October 1, 2018.

In case the embryo transfer is negative, the owner must inform XXX thereof before October 1st of the current year, by producing a statement of non-gestation drawn up by a licensed veterinarian.

6. General sales conditions

Each invoice is payable in cash and in full.

Any rejections of a claim should be sent by registered mail within eight days of receipt of the invoice in order to be admissible.

The seller retains ownership of the ordered goods up to the moment of fulfillment of all commitments taken by the customer.

In case of dispute, the courts of the judicial district of G.W.H. – A.S.B.O. - Padenborre shall have jurisdiction.

7. Fraud

In case of fraud with regard to the harvesting of one or more embryos, the declaration of gestation of a mare, or the birth certificate of a foal by stallion Iron Man van de Padenborre of *stud farm G.W.H – A.S.B.O. – Padenbore*, the owner of the mare shall be held to pay a fixed amount of two thousand five hundred euro (€ 2,500.00) per embryo and/or foal, as well as to pay the additional stud fee(s) in full.

The breeder undertakes not to register the birth of the foal in any stud book prior to full payment of his invoices to *stud farm G.W.H – A.S.B.O. – Padenbore*. He also undertakes to only hand over the original birth certificate produced and signed by *stud farm G.W.H – A.S.B.O. – Padenbore* when registering his foal.

By ordering and purchasing the covering of his mare, the breeder and/or owner of the mare state having read and agreed to the present breeding and tariff conditions for the breeding season 2018.

Done in _____ on _____

Signed by Buyer:

Name:

(With prior indication "read and approved")