

1. These sales conditions apply to the semen of the stallion **QANNANDO B. & V.** that is sold and distributed through the company under Belgian law **BV DB-HORSES**, with registered office at 9100 Sint-Niklaas, Turkyen 45, registered in the CBE register under number 0827.921.526 and the company under Belgian law **BV BART VAN POUCKE - HORSES**, with registered office at 9160 Lokeren at Doornonkeindeken 10, registered in the CBE register under number 0837.622.219. DB-HORSES and BART VAN POUCKE - HORSES are hereinafter referred to as “stallion owner”.

2. These conditions and prices are exclusive of VAT and are only valid for the breeding season 2021 (from 1.2.2021 to 30.9.2021).

3. The sale price is 900.00 EUR excluding 6% VAT per cover with a view on a alive foal, with frozen semen (extraction in 2020 and 2021) to be paid in advance to the stallion owner, with a alive foal guarantee, valid for 2 consecutive breeding seasons. After breeding season 2022, every guarantee will end. If, after payment of the full stud fee, the mare is no longer pregnant, rejects or no living foal is born, it can be tried again in 2022. The semen is sent by insemination dose.

4. Expense of veterinarians, transport and sending of the semen and the issue and delivery of a health certificate (EUR 50.00) are at the expense of the mare owner.

5. Payments are made after receipt of the invoice and before delivery of the straws, when the stallion owner has received this payment, your order will be shipped.

6. The straws of semen supplied are exclusively used by the mare owner for the mare for which the declaration was made and cannot be resold. The name of the mare for which the semen is used will be communicated with the order. The mare owner must provide a copy of the mare studbook to the stallion owner.

7. Special conditions apply to ICSI treatment of ovum with frozen sperm: see further in these conditions. The semen supplied under this agreement is not ICSI free. Unused straws of semen will be returned or proof of destruction will be handed over by the mare owner to the stallion owner.

8. If the sperm is purchased for the fertilization of ovum through the application of ICSI, the following different price conditions apply (the other conditions in this agreement remain fully applicable):

- a. Sale straw of semen at EUR 300.00 ex VAT per straw
- b. Surcharge of EUR 600.00 ex VAT per living foal

9. The mare owner must provide the stallion owner with an overview drawn up and signed by the veterinarian or the embryo transfer center of the number of successfully implanted embryos per mare before 30/10/21. From a 2nd embryo, a surcharge of EUR 750.00 ex VAT is charged per successfully implanted embryo after 45 days of gestation.

10. The mare owner must return the last insemination certificate / embryo transfer certificate signed by the veterinarian, stating the latest insemination date / date of embryo transfer, to the stallion owner before 30/10/21.

11. If the mare owner commits fraud, the unconditional fine amounts to EUR 5,000.00 per case, apart from the stud fee that is also due.

12. Not (timely) payment of the stallion owner's invoices automatically creates interest of 8% per year on the outstanding principal sum (s) and a fixed compensation of 10% on the outstanding principal sum (s) with a minimum of 150.00 EUR.

13. In the event of a dispute, the courts of the judicial district of East Flanders / Ghent, Dendermonde department, have exclusive jurisdiction. Belgian law applies exclusively to the agreement between the parties.