



Terms and Conditions New Zealand HOLSTEINER VERBAND STALLIONS

1. The breeding season begins on the 1st of August and ends at the 1st of April each year.
2. The Holsteiner Verband Hengsthaltungs GmbH, Elmshorn - GERMANY, hereafter named Stallion Stable, provides frozen semen of selected Holsteiner Verband stallions for inseminations in Australia & NZ.
3. Prior to a mare's first insemination by a Holsteiner Verband stallion, mare owner and representative of the Holsteiner Verband in NZ, Cry NZ, must agree on an insemination contract, confirming the person signing the contract to be the owner of the mare stated in the contract or the owner authorized representative.

The owner of the mare is to provide the following information and agrees that the data will be passed on to the Stallion Stable: mare (name, pedigree, life no.) mare owner (name, address, membership no.). Plus the details of the requested inseminating vet intended use for embryo transfer telephone number and e-mail-address

4. The Stallion Stable Germany through Cry NZ will invoice the mare owner the booking fee after the insemination contract is signed and returned to Cry NZ. This booking fee allows the mare owner to inseminate the mare named in the contract with frozen semen from one of the Stallion Stable's stallions in one breeding season for a maximum of three heats with one dose per heat. Dose will be shipped to your chosen vet one dose / heat cycle at a time as required.
5. If the last insemination was before more than 30 days and no veterinary certificate is provided that states that the mare is not pregnant, the stallion specific pregnancy fee will be charged by the Stallion Stable Germany. **It is the mare owner's responsibly to inform Cry NZ that the mare is not pregnant otherwise a positive pregnancy will be assumed and invoiced from Stallion Stable Germany.**
6. The reduced stud fee 1 is only available to mares registered with the Holsteiner Verband and owned by Holsteiner Verband members. Stud fee 2 will be charged for all other mares.

In relation to stud fee 1, all stallions incur a foal fee payable after a living foal has been born. Should a mare successfully breed in the current breeding season and not produce a living foal the following season, a corresponding veterinary certificate must be submitted to the representative by 1st March of the current breeding season. Otherwise a foal fee might be charged. If the

mare loses the foal after the second payment, the breeder will be allowed to try again with the same mare and stallion in the next season **only** having to pay the booking fee again.

Please note: The person stated on the insemination contract will be charged the pregnancy fee and the foal fee, even if the mare has been sold since.

7. It is mandatory to state a mare's intended use for embryo transfer when closing the insemination contract. Moreover, mare owner and stallion keeper must sign a separate Embryo Transfer Agreement prior to 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. In case of an embryo transfer without prior notification, the double price is charged for each insemination. The stallion-specific booking fee will be charged for every flushed embryo (also when frozen). In case of successful embryo transfers, the pregnancy fee will be charged for each pregnant surrogate at 30 days after insemination. Casall is only available for embryo transfer with a special permission in writing.

8. Should a mare bred in current breeding season not conceive and a veterinary certificate stating the barren status is submitted to the representative within 30 days after the last insemination, no pregnancy fee will be charged.

9. Should individual terms of this contract be or become inoperative, this will not affect the remaining terms of this contract. German law shall apply under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (GISG). Place of jurisdiction shall be the registered seat of the Holsteiner Verband Hengsthaltungs GmbH, Elmshorn, GERMANY provided that the customer is a merchant, a legal entity governed by public law or specialized agency subject to public law or the customer has no place of general jurisdiction in Germany. In case of doubt, the German terms and regulations shall apply.

Please note these terms and conditions may change or be edited by the Holsteiner Verband Germany at anytime.