

Breeding contract in IAC with pregnant mare guarantee 01/10 and live foal for the breeding season 2024\*



# Between the breeder and « GD Sporthorses" sprl (G.D.S.), it is understood the following:

« GD Sporthorses » upon receipt of this contract accompanied by payments requested undertakes to:

- 1. Provide the partner implementation center with frozen semen straws. These straws remain the property of GD Sporthorses. The breeder and the implementation center are not authorized to use semen for another broodmare than that indicated on this contract.
- 2. The establishment center will inseminate the mare at the rate of maximum 2 straws per insemination and no more than 3 heats used. Insemination must be done deep on ovulation.
- 3. The provision of straws does not imply the mandatory use of all the straws nor a postponement.

### The breeder agrees with « GD Sporthorses" sprl to:

- Pay the technical costs: € 424 including all taxes (6%) on signing the contract for the provision of frozen semen (transport costs included) only by transfer to our bank account.
  In the absence of payment, the contract is invalid and the mare cannot be inseminated.
- Pay the balance for genetics: € 1,908 including all taxes (6%) if the mare is pregnant on 01/10/2024 and cashable before the 05/10/2024 by bank transfer. This payment is guaranteed "Living Foal ». In the event of late payment, the guarantee does not apply.
- 3. In the absence of receipt by email or post of a certificate of vacuity by 30/09/24 at the latest, the mare will be considered pregnant and the balance will be invoiced.
- 4. Notify G.D.S. of the birth by email within 48 hours. G.D.S. then sends the breeder by email the Declaration of Birth which allows him to register the foal with the IFCE or any other stud-book. If the foal is declared without having paid the balance, the balance for genetics is increased by  $\notin$  2,500 including VAT (two thousand five hundred euros).
- 5. Inseminate your mare only in one of the partner centers.

#### Conditions of application of the "Live Foal" guarantee:

Definition: A "live foal" is defined here contractually as a newborn foal having been able to stand up once without assistance.

The amount of the balance for genetics is guaranteed "Live foal": If the mare does not give birth to a "live foal" as defined above, the breeder benefits the following year from a carryover of this sum to the balance of a covering contract for this stallion under the conditions "full mare on 01/10/2025" for this same mare. This if and only if paragraph 2 or 3 and paragraph 4 of the following paragraph have been fully respected by the breeder.

The mare must have been vaccinated against rhino-pneumonia at 5-7 and 9 months of pregnancy.



# In the event of emptiness, loss, late birth declaration, unpaid bills:

- 1. In case of emptiness on 30/09/2024 or if the mare is not pregnant with the stallion, the breeder sends G.D.S. before 01/10/2024 by registered letter a veterinary certificate specifying this state.
- 2. In the event of a claim before the 300th day of gestation (death of the mare, abortion), the date of last insemination indicated on the Breeding Certificate being proof, the breeder informs RU by registered mail in the days following the sinister. The "Living Foal" guarantee then applies.
- 3. In the event of a claim after the 300th day of gestation (death of the mare, abortion, foal not alive at birth), the breeder sends G.D.S. by registered letter within five days of the occurrence of the claim a veterinary certificate explicitly detailing the nature of the incident, the date of the incident and indicating that the foal was not born alive in accordance with the definition indicated above. The "Living Foal" guarantee then applies.
- 4. In the event of late payment of invoices from G.D.S. or the implementation center concerned, late penalties will be applied from 01/11/2023, in accordance with the provisions referred to in articles L441-3 and L441-6 of Commercial Code: penalties equal to three and a half times the legal interest rate in force on the due date, without the need for a formal notice. Any reductions and guarantees that the breeder could benefit from with G.D.S. and the establishment center are then canceled. The birth declaration is only issued after full payment of the amounts due and late penalties.

## Conditions concerning inseminations:

- 1. A period of eight days between the sending of the contract and the payment and the arrival of the mare at the placement center allows her to be properly scheduled.
- 2. The mare must be in good health, in good general condition, regularly wormed, compulsorily vaccinated against tetanus, influenza and rhinopneumonia. If the mare is not vaccinated against rhinopneumonia and according to the laboratory's vaccination protocol, the Live Foal guarantee does not apply.
- 3. The mare must be subject to ultrasound monitoring from the onset of heat until ovulation by the veterinarian of the implantation center. The buyer releases G.D.S. from all liability in the event of a claim in the center and in the event of the unavailability of the semen.
- 4. Risks: There are risks inherent in guarding horses and breeding. The breeder should check with the implementation center.

**Informed consent of the owner:** The breeder or his representative who declares himself officially authorized by the breeder, affirms to have been informed in clear terms and to have fully understood this contract. He accepts its clauses and acknowledges that no guarantee has been given to him as to the expected result. In the event of a dispute concerning the application of this contract, only the jurisdiction of the head office of « GD Sporthorses" is competent.

\* The contract with guarantees is only valid for inseminations in one of our partner centers.

Sprl GD Sporthorses • Rue Haute, 78/84 • 1000 Bruxelles • Belgique

+33 (0) 7.77.99.08.76 • gaetan@edenfarm.eu www.quelhommedehus.com

VAT: BE0543.591.265

## BANQUE VAN BREDA - Iban: BE51.6451.0349.2062 • BIC: JVBABE22