



SPORTHORSES

Contract for ICSI Interseason 2022 - 2023

QUEL HOMME DE HUS

Owner of the mare: Mrs, Mr, Company: First name:
Or his authorized representative (cross out the unnecessary line), Mrs, Mr, Company: First name:
Owner's address : CP : Municipality : Country :
Tel : E-mail (imperative) : International VAT number :

The mare : SIRE ou Life Number :
Transponder number : Estimated date of collection: __ / __ / ____
The mare undergoes oocyte puncture (s) at the CE approved center (subject to prior acceptance by « GD Sporthorses" from:
Name :
Address :
Country :
Phone :
E-mail :

In order to fertilize at AVANTEA (Italy) the oocytes collected with the semen of the stallion QUEL HOMME DE HUS, semen made available by « GD Sporthorses" which is the owner. This is valid for the interseason 2022-2023.

Between the owner and the spiral « GD Sporthorses" upon receipt of this contract accompanied by the payment requested in 2.1, the following is understood:

1. « GD Sporthorses » agrees to :

1.1 Authorize AVANTEA to inseminate by ICSI (IntraCytoplasmic Spermatozoid Injection) the oocytes obtained from the collect of a single puncture with the semen of the stallion indicated above. This is within the limit of stocks available on the day of the oocyte puncture. In the event of a shortage of stock, the breeder is notified at the latest 24 hours before the oocyte puncture. In this case, the owner cannot claim any compensation. The present contract is then canceled, the costs of provision reimbursed.

1.2 Provide after full payment of the sums due by the owner (confers paragraph 3) the "certificate of use of the semen in accordance with this contract". This certificate is essential for the registration of the unborn foal in a stud-book in France or abroad.

2. The owner agrees to :

2.1 **Pay the cost of making the semen available: 400 euros excluding VAT (6%)** upon signing the contract by bank transfer to the order of « GD Sporthorses". This payment gives the right to use the semen during a single ICSI for all the oocytes collected during the oocyte puncture.

2.2 Inform « GD Sporthorses" in writing (email or letter) at the latest on the day of the oocyte puncture if he wishes: all or part of the embryos produced to be sexed by AVANTEA. An additional cost will be required by AVANTEA for this or these manipulations.

2.3 **Authorize AVANTEA to transmit the ICSI report to « GD Sporthorses"** which undertakes not to communicate it to a third party.

2.4 **Provide « GD Sporthorses" upon receipt thereof with a copy of the AVANTEA invoice indicating the number of embryos created during the relevant puncture.** In the event that this invoice is not sent within 30 days of connection, a flat-rate invoice equivalent to 10 embryos, i.e. € 7,000 excluding VAT, will be issued and payable in full without any contestation.

2.5 **Pay the genetic costs: 700 euros excluding VAT (6%)** for each of the frozen embryos produced by AVANTEA. These genetic costs are invoiced upon receipt of the ICSI report provided by AVANTEA (or the copy of the AVANTEA invoice) and are payable upon receipt of the invoice.

2.6 Recognize that the formalities for registering the birth of foals in the studbook (s) of his choice are his responsibility or that of the future owners of the product (s) and check that this stallion is approved in the studbook desired by him.

3. In the event of late payment of genetic costs and other costs :

3.1 If the genetic costs are not paid within 30 days after ICSI, the embryos produced are placed in sequestration at AVANTEA or at « GD Sporthorses" without being implantable there in surrogate mother. The costs of storing embryos in sequestration are the responsibility of the owner. Late payment penalties are applied from the forty-fifth day following the ICSI in accordance with the provisions referred to in Articles L441-3 and L441-6 of the Commercial Code: penalties equal to three and a half times the legal interest rate in force on the expiry date, without the need for a formal notice.

3.2 The "*Certificate of use of semen in accordance with this contract*" will only be provided to the owner after full payment of all costs incurred with « GD Sporthorses" as well as the late penalty charges.

3.3 If all the costs incurred with « GD Sporthorses" as well as the late payment penalties are not paid one year and one day after the ICSI, then the frozen embryos produced become the full and entire property of « GD Sporthorses" which then disposes of them as it sees fit without the owner of the brood mare being able to prohibit the registration of the foal in a studbook and without that the procedures for the recovery of unpaid debts cease.

4. Responsibility :

In any case « GD Sporthorses" can not be held responsible for any damage occurring to the mare, her oocytes and her embryos whatever the cause. The owner is informed that insurance companies can cover these risks partially or in full. QUEL HOMME DE HUS has a negative status for fragile foal syndrome (WFFS FREE).

Informed consent of the owner: The owner or his representative who declares himself officially authorized by the owner, 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, French law applies and the sole jurisdiction of the head office of « GD Sporthorses" is competent.

Done at : On : __ / __ / ____ **A copy of the contract is to be kept by the owner**

Made at Bruxelles
The manager, Gaëtan Decroix

Signature of the breeder or signature of his representative mentioning his name in letters capitals with the mention: "I certify that I am authorized by the owner to sign this contract ".
(Cross out where applicable).

THIS CONTRACT SHOULD BE RETURNED TO: info@quelhommedehus.com

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