

## Stud terms and conditions of GLOCK HPC NL B.V.

Glock HPC NL B.V., having its registered office in (6862 BH) Oosterbeek at Van Borsseleenweg 39 and registered with the Chamber of Commerce under number 54269288

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### Article 1 – General

1.1 These Stud Terms and Conditions apply to all breeding contracts, offers (including but not exclusively via advertisements and/or brochures) and assignments between GLOCK HPC NL as stallion owner, hereinafter called 'GLOCK HPC NL' and the proprietor/owner of the mare to be inseminated, hereinafter to be called the 'Mare Owner'.

1.2 If the contract is made at a distance with a Mare Owner who is a Consumer, the text of these Terms and Conditions will be sent electronically to the Consumer in such manner that the Consumer can easily store the Terms and Conditions on a permanent data carrier. If this is not reasonably possible, before the Contract is made at a distance, it will be indicated where the Terms and Conditions can be inspected electronically and that on the Consumer's request they can be sent electronically or some other way free of charge.

1.3 The breeding contract between GLOCK HPC NL and the Mare Owner is a contract for services as referred to in Title 7 Book 7 of the Dutch Civil Code (DCC). The obligation which GLOCK HPC NL takes on with regard to the Mare Owner, is an obligation of endeavours and thus not an obligation of results.

1.4 Deviations from these general terms and conditions are only applicable if they have been agreed in writing between GLOCK HPC NL and the Mare Owner.

1.5 If deviations from these Stud Terms and Conditions have been agreed, the Mare Owner cannot derive any rights therefrom with regard to future agreements with GLOCK HPC NL.

1.6 If a (part of a) provision of these Terms and Conditions is void or voided, the other provisions of these Terms and Conditions will remain in full effect. In addition, the provisions which have been declared void will be replaced by a reasonable alternative.

1.7 GLOCK HPC NL will not accept any requests or orders for natural covering, but only for fresh or frozen semen.

1.8 The insemination of the mare is never carried out by GLOCK HPC NL, nor by a person acting on instruction of or under the responsibility of GLOCK HPC NL. Nor will insemination take place on premises of GLOCK HPC NL. Insemination will be carried out by and under the responsibility of the Mare Owner.

1.9 The export procedure for Horses, Horse Semen and Horse Embryos of the Netherlands Food and Consumer Product Safety Authority applies to the delivery of orders to Mare Owners outside of the Netherlands.

### Article 2 – Special definitions

2.1 Semen: the fluid containing sperm cells produced by the stallions which GLOCK HPC NL offers for covering, in these terms also called the 'product'.

2.2 Mare Owner: proprietor and/or owner of a mare which is inseminated by the semen of a stallion made available by GLOCK HPC NL.

2.3 CEM infection: Contagious Equine Metritis, contagious uterine inflammation in horses.

2.4 EVA: Equine Viral Arteritis, contagious respiratory disease

2.5 WFFS gene: Warmblood Fragile Foal Syndrome gene, genetic disorder in warmblood foals.

2.6 Stud fee: divided into fixed costs (€ 275 including VAT) and a gestation charge (variable per stallion).

2.7 Non-gestation discount: If a mare is not pregnant at the end of the season (September), the owner can receive a non-gestation discount. The gestation charge part of the stud fee will then be returned. This amount will only be returned if the full stud fee including costs has already been paid.

### Article 3 – Offer

3.1 Any quote and any offer, stallion brochure or advertisement of GLOCK HPC NL is without commitment unless otherwise stated.

3.2 Any quote and any offer is valid for a period of 30 days, unless otherwise indicated.

3.3 In the event of a quote or offer which is without commitment GLOCK HPC NL has the right to revoke this quote or offer at latest within 2 working days after receipt of the acceptance. GLOCK HPC NL is at all times, for whatever reason, entitled to no longer offer a stallion for covering.

3.4 A quote or offer will lapse if the product to which the quote or the offer relates can no longer be delivered.

3.5 If the acceptance deviates – including on subordinate points – from the provisions in the offer, GLOCK HPC NL is not bound by the acceptance. The contract will then not be made in accordance with this deviating acceptance, unless GLOCK HPC NL agrees to such in writing.

### Article 4 – Making of the contract

4.1 The contract is made by full acceptance of the offer by the Mare Owner, taking account of Article 3.5.

4.2 Acceptance takes place by the Mare Owner placing an order or request by telephone contact with GLOCK HPC NL in the event of a domestic order - this also applies if the Mare Owner has the order placed by means of an agent\*\* – or via [www.sperma bestellen.nu](http://www.sperma bestellen.nu) if the matter concerns an order from outside the Netherlands.

4.3 Only in the case of an electronic order will GLOCK HPC NL electronically confirm the receipt of the acceptance of the offer by return. The Mare Owner can revoke his acceptance up to the time of receipt of the acceptance.

4.4 The contract will also be made after GLOCK HPC NL has accepted an assignment from the Mare Owner in writing, or if GLOCK HPC NL – without objection of the Mare Owner – has started the actual performance of the contract.

### Article 5 – The Mare Owner's duty to provide information

5.1 Prior to the first insemination of the mare the pedigree and passport details of the mare to be inseminated and the name and address details of the owner of this mare must have been provided to GLOCK HPC NL in writing. As long as the Mare Owner does not provide this information, GLOCK HPC NL is not obliged to provide the semen.

5.2 In addition, when presenting the mare for first cover/insemination, the Mare Owner must inform GLOCK HPC NL about:

- covering and/or inseminations in prior years or the current breeding season, domestically and abroad;
- a possible CEM suspicion in relation to the mare;
- the fact that the mare may be suspected of having other infections which can be transmitted by genital contact.

### Article 6 – Registration of covers and inseminations

GLOCK HPC NL is obliged to record all covers or inseminations and all subsequent covers or subsequent inseminations in the manner prescribed by the Studbook.

### Article 7 – Necessary details & processing of personal data

7.1 The Mare Owner states by accepting these general terms and conditions to have explicitly granted consent for the registration of his personal data – as well as details regarding his mare – by GLOCK HPC NL.

7.2 GLOCK HPC NL is bound to protect data pursuant to the General Data Protection Regulation (GDPR) as of the time that the personal data have come into its possession until the time that the personal data can be destroyed.

7.3 GLOCK HPC NL will never share data with third parties without the explicit written consent of the Mare Owner, unless it is obliged to do so under the law or the nature of a specific assignment to GLOCK HPC NL makes such necessary.

7.4 During the handling of the matter the personal data will be held as carefully as possible at the office of GLOCK HPC NL and will only be moved if proper handling of the file requires such. If the physical file is located outside of the office of GLOCK HPC NL, GLOCK HPC NL will take the necessary care to prevent loss or wrongful processing of personal data.

7.5 GLOCK HPC NL will store files and personal data both internally and externally during the statutory storage period. GLOCK HPC NL will treat the storage and processing of the files carefully. If GLOCK HPC NL makes use of third parties for the storage of data, GLOCK HPC NL will impose an obligation on the third party to assure at least the same level of security.

7.6 Other information – including the rights of the user – relating to the processing of personal data by GLOCK HPC NL is set out in the GLOCK HPC NL 'privacy statement'. This privacy statement can be found on the GLOCK HPC NL website: [www.ghpc.at/](http://www.ghpc.at/) data privacy.

### Article 8 – Duration of the breeding season

The breeding season runs from 1 March up to and including 15 August of a calendar year. In connection with sporting events GLOCK HPC NL is entitled to deviate from this period.

### Article 9 – Stud fees

9.1 All stud fees are per pregnancy inclusive of VAT, exclusive of transport costs, pedigree costs and other charges and exclusive of costs which GLOCK HPC NL makes in the interests of the performance of the contract, unless GLOCK HPC NL has indicated otherwise. Costs which are made in relation to the regulations of the Netherlands Food and Consumer Product Safety Authority are also at the Mare Owner's expense.

9.2 Payment of the entire stud fee and the additional costs and charges must be made immediately upon ordering, or within 14 days after receipt of the invoice.

9.3 After the expiry of the payment term the Mare Owner will be in default. After the expiry of said date GLOCK HPC NL will send a reminder and will give the Mare Owner the

opportunity to make payment within 14 days after receipt of this reminder. The Mare Owner will then owe an amount in statutory interest to GLOCK HPC NL.

9.4 If payment is still not made after a reminder by GLOCK HPC NL, GLOCK HPC NL also has the right to charge the Mare Owner extrajudicial debt collection costs. These extrajudicial debt collection costs will be calculated on the basis of the Sliding Scale for Extrajudicial Debt Collection Costs (BIK) pursuant to the Decision on the Standardisation of Debt Collection Costs.

9.5 If the mare is sold after the first or a subsequent insemination the Mare Owner remains at all times obliged to pay the stud fee.

9.6 If the Mare Owner cancels an order which has been placed in whole or in part, the goods ordered or made ready therefor and the working time reserved for the performance of the contract will be charged to the Mare Owner in full. This provision does not apply if the Mare Owner is a consumer and there is a distance contract as referred to in Article 6:230g(1)(e) DCC.

#### **Article 10 – Non-gestation discount**

The Mare Owner will pay the entire stud fee within the term stipulated in Article 9(2). If the Mare Owner demonstrates by means of a written certificate from a veterinarian at latest on 1 October of the same season that the mare in question is not pregnant, the Mare Owner will be repaid the “gestation charge” part of the stud fee which has been paid + VAT. In the event no such certificate is presented the non-gestation discount will be cancelled.

#### **Article 11 – More than one foal**

11.1 GLOCK HPC NL does not sell ‘separate straws of semen’, but only a pregnancy per mare.

11.2 If several foals were to nevertheless come from one insemination, a stud fee is owed per live born foal.

11.3 In the event there is a situation as referred to in paragraph 2 of this article, the Mare Owner is obliged to report this to GLOCK HPC NL. If the Mare Owner does not perform this obligation, GLOCK HPC NL will have a claim on the Mare Owner for the full stud fee which applies in the year of the birth of the foal, without discount.

#### **Article 12 – Embryo transplant and ICSI**

12.1 The use of the (frozen) semen for embryo transplant and/or ICSI is only permitted on appointment.

12.2 If the Mare Owner orders the semen with the goal of carrying out embryo transplant or ICSI with the semen, the Mare Owner must notify GLOCK HPC NL thereof prior to the placing of an order or the making of a request.

12.3 A stud fee will be charged to the Mare Owner per successful embryo and/or ICSI. The Mare Owner is obliged to notify GLOCK HPC NL of the number of successful embryos and/or ICSIs. If the Mare Owner does not perform this obligation, GLOCK HPC NL will have a claim on the Mare Owner for the entire stud fee which applied in the year of the birth of the foal/embryo in question, without discount. An embryo or ICSI is deemed successful when a pregnancy lasts at least 9 weeks.

12.4 The Mare Owner must present GLOCK HPC NL with an overview of the number of successful embryos and/or ICSIs per mare which has been prepared and signed by the officially recognised veterinarian of the ET centre before the end of the breeding season. If the embryo transplant or ICSI has not been successful, this overview will be deemed a non-gestation certificate.

#### **Article 13 – Other provisions regarding (frozen) semen**

13.1 Unused straws will at all times remain the property of GLOCK HPC NL. In the event a straw is not used, it must be sent back to GLOCK HPC NL at the end of the breeding season. The shipping costs of the return shipment are at the Mare Owner’s expense.

13.2 The Mare Owner is never entitled to pass on or resell the semen to third parties, or to use it for non-identified mares.

13.3 If the Mare Owner does not perform the obligation under this article, per breach the penalty will be payment by the Mare Owner to GLOCK HPC NL of an immediately due penalty in the full amount of the stud fee.

#### **Article 14 – Orders**

14.1 Orders within the Netherlands can be placed daily until 9:30 a.m.

14.2 For international orders, an order must be placed the day prior to the carrying out of the order, at the latest up to 08:00 a.m. on the day of carrying out of the order.

14.3 Requests or orders within the Netherlands are by telephone.

14.4 If an order cannot be carried out, GLOCK HPC NL will notify the Mare Owner thereof as quickly as possible.

#### **Article 15 – Delivery**

15.1 Before GLOCK HPC NL proceeds to deliver the semen, the Mare Owner must provide the necessary details of both the Mare Owner and the mare, as laid down in Article 5 of these Terms and Conditions, to GLOCK HPC NL before a request or order can be taken into consideration.

15.2 The Mare Owner can give both his address and the address of a third party as the delivery address.

15.3 GLOCK HPC NL will engage an external courier for the delivery of the semen.

15.4 Dispatch on Sundays and public holidays is subject to regional limitations.

15.5 In the weekends and on public holidays there will be no delivery abroad.

#### **Article 16 – Failure to comply with the cover obligation**

If GLOCK HPC NL cannot perform the cover or the insemination obligation relating to the mare because:

- a. a veterinarian who is “Equine Veterinarian AI” qualified has determined that the desired semen is of inadequate quality; or
- b. the semen is not available during the optimal time of cover or within 24 hours thereafter,

the Mare Owner is entitled to choose another stallion of the same stud fee category. If the Mare Owner opts for a stallion which is not available at GLOCK HPC NL, GLOCK HPC NL will repay the stud fee within 14 days, provided it has already been paid.

#### **Article 17 – Liability**

17.1 GLOCK HPC NL is not in any way liable for loss, illness and/or injury to humans and animals

caused by its service or by use or application of the product.

17.2 GLOCK HPC NL excludes any liability for any form of loss with regard to the Mare Owner. This

17.3 explicitly includes any possible loss which the Mare Owner has suffered or will suffer as a direct or indirect consequence of a CEM and/or EVA infection of his or her mare.

17.4 If there is loss, GLOCK HPC NL is only liable for direct loss. Any liability of GLOCK HPC NL for consequential loss or loss due to delay is explicitly excluded.

17.5 GLOCK HPC NL's obligation to pay compensation is at all times limited to a maximum of the invoice amount paid to GLOCK HPC NL or a maximum of the amount that its insurer pays out in that case. If the insurer does not pay out or the loss does not fall under the insurance which has been taken out, the obligation to pay compensation is in any event limited to a maximum of the invoice amount of the order which caused the loss.

17.6 GLOCK HPC NL is never liable for compensation to third parties. The Mare Owner indemnifies GLOCK HPC NL against any loss which is suffered by third parties.

17.7 GLOCK HPC NL is explicitly not liable for, for whatever reason, not being able to deliver semen, the late arrival of the semen and/or damage to the product.

17.8 The limitations of liability laid down in this article do not apply if the loss is due to intent and/or recklessness of GLOCK HPC NL or the managerial personnel.

#### **Article 18 – Force majeure**

18.1 Force majeure means: any shortcoming in the performance which cannot be attributed to GLOCK HPC NL, because such shortcoming is not attributable to fault on the part of GLOCK HPC NL nor should such be at its expense pursuant to the law, legal transactions or common (legal) views.

18.2 In the event of force majeure, GLOCK HPC NL reserves the right to suspend the Mare Owner's order, or to terminate the Contract without judicial intervention, by means of a written statement by letter or by e-mail.

18.3 Loss arising as a result of force majeure cannot be attributed to GLOCK HPC NL.

#### **Article 19 – Cooling-off period for consumer purchase**

In view of the fact that the semen is a perishable commodity, the Mare Owner is not entitled to revoke and consequently a cooling-off period within the meaning of the Dutch Distance Selling Act does not apply.

#### **Article 20 – Complaints procedure**

20.1 GLOCK HPC NL handles complaints in accordance with its complaints procedure.

Complaints regarding the performance of the contract must be presented to GLOCK HPC NL within 14 days after the Mare Owner discovered the defects, clearly described in full.

20.2 Complaints presented to GLOCK HPC NL will be answered within a term of 14 days as of the date of receipt. If it is foreseeable that a complaint will require a longer period of time to be dealt with, GLOCK HPC NL will answer within the term of 14 days with a notice of receipt and an indication when the Mare Owner can expect a more detailed answer.

20.3 Mare Owner must in any event give GLOCK HPC NL 4 weeks time to resolve the complaint in consultation. After this term a dispute will exist which is eligible for dispute resolution. This provision does not apply if the Mare Owner is not a consumer.

#### **Article 21 – Disputes**

21.1 All disputes ensuing from or connected with a legal relationship between the parties to which these Stud Terms and Conditions apply, will at first instance exclusively be adjudicated by the competent Dutch court of the District Court of Gelderland.

21.2 These Stud Terms and Conditions and all breeding contracts are governed by Dutch law.

#### **Article 22 – Translations**

If there is a difference between translations of these Additional Stud Terms and Conditions and the Dutch text of these Additional Terms and Conditions, the Dutch text will prevail.