



Prima Equestrian
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Frozen Semen Single Dose Contract

(VDL Frozen)

This contract is made this _____ day/month of 2019 by and between Prima Equestrian and Buyer

BUYER: Semen to be shipped to (if other than Buyer):

Name: _____ "Buyer" Contact Name: _____

Business: _____

Business: _____

Street: _____

Street: _____

Town: _____

Town: _____

Prov: _____ Post Code: _____

Prov: _____ Post Code: _____

Country: _____

Country: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Email: _____

Email: _____

for breeding to VDL Stallion: _____ for the 2019 Breeding Season ("Present Breeding Season") as specified in this contract. This contract is subject to the following terms and conditions:

MARE: (One Mare per contract only)

Please complete thoroughly. The following is the information on the Mare to be bred:

Mare's Name: _____

Registration Number: _____

Studbook/Registry of the Mare: _____ (ie: KWPN-NA, SWANA, AHHA, AHS, CSHA, CWHBA, Westfalen, Rhineland, AWS, AWR, ISR, GOV, RPSI, BWP, Jockey Club etc.)

Date of Mare's birth: _____

Studbook/Registry the foal will be registered: _____ (KWPN-NA, AHS, RPSI, BWP, ISR Oldenburg, GOV Oldenburg, CSHA, CWHBA, Westfalen, SWANA, AWS or AWR) ****Registries other than the KWPN-NA in America may require a one-time license fee, which is the responsibility of the breeder to pay. VDL does not activate all their stallions in every registry that they are approved****

A copy of the mare's registration papers is due with this contract.

All fees must be paid prior to any semen being shipped. Fees can be paid online through the website using Paypal (www.primaequestrian.com), or directly through the PayPal site (www.paypal.com, account: mbartlett@equine-systems.com). Payment can also be made through eTransfer or cheque.

Stallion: _____ Frozen Semen Stud Fee: \$ _____
(See price list on frozen semen page at www.primaequestrian.com)

US Shipments: US Customers do not require an import permit.

Total Enclosed: \$ _____ Check #: _____

Federal Express Account #: _____

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Conditions:

1. This contract covers the purchase of a single VDL Stud frozen semen breeding dose. The one dose will contain the correct amount of straws required for one insemination. The number of straws is determined in Holland after each collection. The number of straws required is provided to you when your frozen semen is shipped to you. The frozen semen has been tested in Holland and is EVA negative.
2. All semen remains the property of VDL Stud. Selling of any unused semen is forbidden, the customer agrees to pay VDL Stud an additional stud fee for every used or unused straw not returned to Prima Equestrian within the timelines laid out in this agreement.
3. There is no pregnancy or live foal guarantee with this contract.
4. No frozen semen will be shipped until all fees are paid in full. You will need to arrange for liquid nitrogen storage for your semen when it arrives. You must transfer the semen immediately from the Dry Shipper into a Liquid Nitrogen Storage Tank. Failure to transfer the semen within 24 hours of receipt will void this contract and may have jeopardized the integrity and quality of the frozen semen.
5. Frozen semen will be shipped in a Liquid Nitrogen "Dry Shipper" at the Buyers shipping expense. The shipment should be planned at a minimum of 2 weeks prior to when the buyer plans to breed their mare to ensure the semen is available when required.
6. Customers must provide their own fully charged (with liquid nitrogen) dry shipper or use the rental company provided by Prima Equestrian (at Buyers expense).

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7. Prima Equestrian and VDL Stud are not responsible for the frozen semen once it has been shipped. Insurance is required on each shipment for the container and the frozen semen with Federal Express. Once the semen arrives, it should be checked promptly. The tank should be frosty when opened. A report of a damaged shipment must be filed by the Buyer within 24 hours or insurance is not valid. It is the responsibility of the Buyer to file this report.
8. The shipment is sealed with a plastic tie wrap. The Buyer should ensure that this tie wrap has not been broken and that the Dry Shipper is frosty when first opened to transfer the frozen semen. Frozen semen should not be held out of the tank for more than 8 seconds or the semen will be damaged. If the shipment did not arrive sealed and cold, a claim should be made by the Buyer to Federal Express promptly within 24 hours. Prima Equestrian and VDL Stud are not responsible for frozen semen that has been mishandled.
9. You will receive 1 breeding dose of the VDL Stallion frozen semen in the shipment for use over 1 breeding cycle.
10. All used straws must be placed in an envelope and mailed back to Prima Equestrian the first working day after insemination along with a copy of the breeding report supplied with the semen which should be completed and signed by your veterinarian.
11. The splitting of the dose or straws is strictly forbidden.

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12. If you mare is bred using a partial dose (e.g. deep horn method using less than the full dose provided) and becomes pregnant, all remaining straws must be returned to Prima Equestrian. If you would like to keep the straws you can purchase an additional dose contract.
13. Your mare must be inseminated using one full dose of frozen semen within 4-6 hours post ovulation. Do not breed using frozen semen if you suspect the mare has ovulated more than 6 hours earlier. Post ovulation ensures that you will not require more than 1 dose per heat cycle.
14. The price paid for this dose is for a single pregnancy or embryo.
15. If you are planning to use embryo transfer or ICSI (intracytoplasmic sperm injection) process you must inform Prima Equestrian immediately. By signing this contract you agree to pay an additional fee equal to the original breeding fee for each additional pregnancy or embryo obtained from the semen provided.
16. A mare may be substituted only with a veterinarian's letter stating the mare is unbreedable and/or the approval of Prima Equestrian or VDL Stud.
17. The price of this single dose of semen is equal to 70% of the cost of the LFG contract for the same stallion plus import fee. If all conditions detailed in this contract have been met and you do not have a confirmed pregnancy or embryo using the dose provided you can convert this single dose contract to a breeding contract with the payment of an additional fee equal to 50% of the cost of the LFG contract for the same stallion plus import fees.
18. The upgrade to LFG contract can only be purchased during the same breeding season the dose contract was purchased in. The new breeding contract will give access to up to an additional 3 doses. A new breeding contract (3 dose maximum) must be completed and signed; all conditions of that contract will apply and must be met.

Prima Equestrian suggests that you have your veterinarian perform a breeding soundness exam on your mare before you decide to breed. A culture and biopsy should be done prior to breeding to ensure that the mare is clean and in good condition for breeding. This may reduce your veterinarian and semen costs, your breeding veterinarian can advise you in this matter.

You should contact Prima Equestrian to ensure that the VDL Stallion you would like to breed to is available. This should be done at least 1 month prior to requiring the semen so that the frozen semen can be imported in the unlikely event that it is not currently in stock.

FEES:

- Stud Fee: Payment can be made by cheque, certified cheque, money order, eTransfer or Paypal via our website: www.primaequestrian.com. Cheques should be made payable to Prima Equestrian.
- Shipping Fee: Buyer is responsible for all shipping charges and must provide Prima Equestrian with their FedEx or courier account number.

ASSIGNMENT:

This Contract may not be transferred.

Law

The terms of this Agreement shall be governed by the laws of The Netherlands and the Province of Ontario, Canada.

Breach

Either party may nullify this Agreement if the other party breaches a material term of this Agreement. The wronged party may recover reasonable attorney's fees and court costs. Executed this _____ day/month of 2019.

Michelle Bartlett, Prima Equestrian "Seller"

"Buyer"