

# **General Terms and Conditions Hengstenhouderij van Nunen**

## **Identity**

The user of these General Terms and Conditions is Hengstenhouderij Van Nunen, having its registered office and principal place of business at Koevoortseweg 20 (5281SC) in Boxtel, registered with the Dutch Chamber of Commerce under number 70033978, lawfully represented by Mr. D. van Nunen ("Van Nunen").

## **Applicability**

These General Terms and Conditions ("Terms") were last amended on 1 October 2025 and apply to all agreements between Van Nunen and the owner or possessor ("Holder") of the horse that is inseminated by a stallion offered by Van Nunen, or that is entrusted to Van Nunen for other services - including but not limited to transport, mediation in purchase and sale, and presentation at inspections - (the "Horse"). In these Terms, the term "Client" is used as an overarching designation for both the Holder and any other party engaging Van Nunen for services.

Van Nunen may unilaterally amend these Terms. Amendments shall also apply to existing agreements, provided that the Client has been duly notified in writing or by e-mail and has been given the opportunity to terminate the agreement in writing within 14 days of such notification if the amendment results in a material deterioration of the Client's position. After expiry of this period, the Client shall be deemed to have accepted the amendment. Deviations from these Terms are valid only if confirmed in writing by Van Nunen. The provisions of these Terms also apply to employees and other third parties engaged by Van Nunen, insofar as they are involved in the performance of the Agreement.

If Van Nunen engages third parties in the performance of the Agreement, the general terms and conditions of such third parties shall also apply to the Agreement. The Client agrees to such applicability. Van Nunen shall provide a copy upon request.

In the event of inconsistencies between provisions in different documents, the following order of precedence shall apply, with higher-ranked provisions prevailing over lower-ranked ones:

1. The Agreement;
2. The brochure of the specific stallion;
3. These Terms; and
4. The general terms and conditions of third parties.

If any provision in the documents is void or voidable, the remaining provisions shall remain in full force and effect. The void provision shall be replaced by a valid provision that most closely reflects the original intent.

The Client's own terms and conditions shall not apply, unless otherwise agreed and recorded in writing.

## **General**

Van Nunen applies a breeding season from May through September of each calendar year. Van Nunen is entitled to deviate from this period.

The Client shall inform Van Nunen of coverings in previous years, the current breeding season, and any suspicion of Contagious Equine Metritis (CEM). Failure to do so may render the Client liable for consequential damages. Van Nunen advises that a uterine culture of the Horse be taken prior to placing an order. If desired, this may be taken or (in case of a positive test) treated at Van Nunen.

Orders for semen produced by stallions offered by Van Nunen ("Semen") may be placed a maximum of two times per cycle of the Horse. Van Nunen accepts orders for fresh or frozen semen, but not for natural coverings unless otherwise agreed. At the time of ordering, the studbook and passport details of the Horse, the name and address of the Client (including VAT number in case of business use), and the desired stallion must be provided to Van Nunen in writing. Performance of the Agreement shall not commence until Van Nunen has received this information in full.

Because Semen is a perishable product with a very limited shelf life, the Client has no right of withdrawal or cancellation. The statutory cooling-off period for distance contracts therefore does not apply.

Van Nunen is obliged to record all (re)coverings or (re)inseminations in the manner prescribed by the Studbook. This certificate will be issued or forwarded to the relevant studbook once all

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costs owed by the Client to Van Nunen have been paid.

Van Nunen shall perform its services with due care and to the best of its ability. The obligation is one of best efforts, not of result. Agreed deadlines are guidelines only. A deadline shall be binding only if expressly and in writing agreed as such.

Throughout the term of the Agreement, the Parties shall keep each other regularly informed of relevant information and progress. Van Nunen has the right to have the performance of the Services and/or related work carried out by third parties engaged by Van Nunen. If events occur that place persons in a threatening situation (or are likely to do so), Van Nunen shall be entitled, in consultation with the Client, to suspend the Services.

### **Semen Shipping and Collection**

Semen from stallions stationed at Van Nunen's premises may be ordered and collected seven days per week. For deliveries outside the Netherlands, orders may be placed from Monday through Friday. Orders must be placed on working days no later than 09:00 a.m. in order to be delivered the same day. Orders received after this time will be processed on the next working day.

No deliveries take place on official public holidays. This applies both to holidays in the Netherlands and to holidays in the country of origin of the semen or the country of destination.

Semen from stallions stationed elsewhere may be ordered from Monday through Friday, no later than 09:00 a.m., with delivery on the following day. Delivery on Saturday is possible only by prior arrangement and subject to a surcharge. No deliveries take place on Sunday or Monday.

Orders are processed in the order of receipt: earlier orders take precedence over later ones. Orders may be placed by the order form on our website or by e-mail via **info@hengstenhouderijvannunen.nl**.

Shipping costs shall be charged to the Client. The Semen will be delivered in suitable packaging that remains the property of Van

Nunen. This packaging must be returned; if not, the costs will be charged to the Client.

The Semen is intended solely for the Horse specified in the order. Unused Semen remains the property of Van Nunen and may under no circumstances be used for another horse not previously reported, nor be transferred to third parties.

If the Semen is to be used for embryo transfer or ICSI, this must be indicated at the time of ordering. Van Nunen is entitled to make additional arrangements in such cases.

For deliveries to Clients outside the Netherlands, the NVWA export procedure for horses, equine semen, and equine embryos shall apply.

### **Mare guidance**

All veterinary procedures relating to the Horse at our station shall be carried out by Dierenartsenpraktijk de Meerij, with the exception of insemination, which shall be performed by Van Nunen himself. Insemination shall only take place following a prior follicle examination conducted by veterinarians of the aforementioned practice. However, Van Nunen reserves the right, if he deems it appropriate, to engage another veterinarian.

If the Client entrusts mare guidance to Van Nunen, the performance of veterinary procedures shall be entirely at the discretion of Van Nunen and the attending veterinarian, including but not limited to decisions regarding the use of hormone treatments and the timing of insemination.

### **Housing**

If desired, the Horse (possibly with foal) may reside at Van Nunen's premises. The Client is obliged, at the commencement of the stay, to leave a valid and current passport of the Horse at Van Nunen's location. If the passport is not present at Van Nunen, any fines imposed by the NVWA for non-compliance with regulations shall be charged to the Client. The Client is responsible for ensuring proper and timely vaccinations. This includes, at a minimum:

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- a) one year the combined influenza and tetanus vaccine, the following year influenza only; or
- b) annual vaccination against both influenza and tetanus.

The Horse must have properly maintained hooves and be free of worms and diseases. The Client declares that the Horse (and any foal) has shown no signs of illness in the past six weeks, has not been in contact with sick horses, and has not been near horses with (symptoms of) strangles in the past three months.

If housing and care are facilitated by Van Nunen, the following conditions apply:

- **Pasture:**
  - The mare must be delivered without shoes;
  - 24/7 herd turnout;
  - Strip grazing; and
  - Unlimited water.
- **Paddock:**
  - individual paddock turnout
  - in an indoor stall with flas bedding; and
  - Roughage three times per day and unlimited water.

If Van Nunen considers that urgent action is required, he has the right to call upon a veterinarian without prior consultation with the Client. Any veterinary costs shall be borne by the Client.

### **Pregnancy**

The Horse must be scanned for pregnancy between 15 and 22 days after ovulation. If this pregnancy scan is performed at home, the Client is obliged to immediately communicate the result to Van Nunen. As soon as the Horse is confirmed pregnant from day 15 onwards, the costs, as described in the provision on financial terms, shall be charged.

### **Garantuee**

If the Horse resorbs the pregnancy before the 45th day (counted from the last insemination), Van Nunen may issue a credit note for the costs of the semen, less the deposit.

In the event that the foal is stillborn or dies within 24 hours, Van Nunen may offer a new insemination in the following breeding season for a horse of the same Client, subject to

payment of the shipping costs and a new deposit.

The above arrangements are in accordance with the provisions in the brochure of the relevant stallion or at the sole discretion of Van Nunen, and apply only if a statement from a recognized veterinarian is submitted to Van Nunen before the 45th day or within 24 hours after birth. Without timely submission of such a statement, any arrangement under this article is excluded.

### **Transport**

The Client is responsible for providing all necessary documents for transport of the Horse, such as the passport and health certificate if required.

Van Nunen reserves the right to refuse the Horse if the Horse shows signs of pain, is pregnant for less than 40 days or more than 300 days, or cannot be safely loaded or transported, all at the discretion of Van Nunen. The Client undertakes to load and unload the Horse independently.

The Horse shall be deemed to have been received by Van Nunen at the moment it is positioned directly in front of the loading ramp of the Transport Vehicle and is actually accepted by Van Nunen. The Horse shall be deemed delivered at the moment it leaves the loading ramp of the Transport Vehicle at the agreed destination.

In the event of cancellation, the Client shall owe Van Nunen the following costs: 50% of the price if cancelled within 48 hours prior to commencement, and 100% of the price if cancelled within 24 hours prior to the agreed departure time.

### **Inspection**

At the Client's request, Van Nunen may present the Horse at a inspection. Responsibility for timely registration, submission of the correct documents, and compliance with the participation requirements of the relevant inspection rests with the Client, unless expressly agreed otherwise in writing. The Client declares that the Horse is healthy, trained, and suitable to participate safely in the inspection. Any health certificates or vaccination records must be provided upon request.

The costs shall be agreed upon in advance. If, due to circumstances on site, the Horse cannot

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be presented, the agreed fee shall nevertheless remain payable.

### **Finance**

The prices applied by Van Nunen depend on the nature and scope of the services requested by the Client. Unless expressly stated otherwise, all communicated prices are exclusive of VAT. Stud fees consist of a deposit and a pregnancy surcharge. Expenses and disbursements, including but not limited to costs for treatments by third parties such as a veterinarian, shipping costs, health certificates (Traces), studbook fees, administrative costs, and levies, shall be borne by the Client.

Van Nunen may require a deposit prior to the performance of the services. This amount will be offset against the remaining balance upon completion of the Service and is non-refundable.

Payment shall be made within fourteen days of the invoice date, by invoice or in another manner designated by Van Nunen, unless otherwise agreed in the Agreement. Payment shall be deemed made at the moment the full amount has been irrevocably credited to Van Nunen's account. The sale of the Horse does not release the Client from his payment obligations.

All reasonable costs incurred by Van Nunen in collecting an outstanding amount, including extrajudicial collection costs and related expenses, shall be borne by the Client. If the Client fails to meet his payment obligations within the agreed term and the delay is not attributable to Van Nunen, the Client shall be in default without further notice of default, and Van Nunen may:

- claim interest at the statutory rate from the day the payment term has expired;
- suspend performance of the Service; and/or
- retain the Horse (right of retention), until full payment has been made. If payment remains outstanding for longer than six months, Van Nunen may sell the Horse to the highest bidder; the proceeds shall be set off against outstanding claims. The Client hereby grants irrevocable prior consent for such sale. Van Nunen shall notify the Client in writing at least two weeks prior to the intended sale date.

### **Privacy**

Van Nunen respects the privacy of the Client and will process personal data only when necessary. Processing shall take place in accordance with its Privacy Policy and applicable privacy legislation. The Client consents to this manner of processing of personal data.

### **Intellectual property**

Van Nunen is entitled, without the Client's explicit consent, to share information and visual material such as photographs and videos of the Horse (and any foal) through online and offline channels. All intellectual property rights in works created or commissioned by Van Nunen in the context of the Agreement (including but not limited to visual material, texts, designs, and other expressions) shall belong exclusively to Van Nunen. The Client shall obtain only a temporary right of use for the duration of the Agreement.

### **Complaints**

Complaints regarding the Services and/or invoices must be submitted to Van Nunen in writing within thirty days after the performance of the work, and in any case within fourteen days after receipt of the invoice. After expiry of this period, Van Nunen may assume that the Services and invoices have been accepted, and any claims against Van Nunen in respect of defects shall lapse.

Complaints submitted to Van Nunen will be answered within fourteen days from the date of receipt. Van Nunen shall in any case have four weeks to resolve the complaint. If the complaint is justified, Van Nunen may adjust the invoiced fee, amend the rejected Services and/or invoices free of charge, or refrain from performing the Service against proportional restitution of the fee already paid.

### **Liability**

Van Nunen accepts no liability whatsoever for damages, of any kind, arising from or in connection with:

- the (temporary) unavailability of semen from the desired stallion during the breeding season;
- delays in the delivery of semen;
- the failure of the Horse to become pregnant;

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- injury, damage, or depreciation caused to the Client, the Client's family members, or the Client's horse(s);
- loss, damage, or destruction of goods, materials, or data provided to Van Nunen by or on behalf of the Client; and
- claims from third parties arising (in)directly from the conduct or actions of the Client's Horse.

The Client must insure all of his property, including his horse(s) residing at Van Nunen's premises or involved in the activities and services offered, against fire, theft, and other damage. The Client has taken out a statutory liability insurance policy with respect to his horse(s) and shall maintain this insurance throughout the Services. This liability insurance must cover the risks associated with ownership of the Horse, including when the Horse is stabled with third parties. Van Nunen is entitled, if deemed appropriate, to request inspection of the insurance policy taken out by the Client.

Van Nunen's liability is limited to direct damages and shall not exceed the stud fee. If an insurance policy taken out by Van Nunen pays out less, liability is limited to the amount paid out under the insurance, plus the deductible as stated in the policy conditions. Claims and other rights of the Client against Van Nunen, on any grounds whatsoever, shall in any case lapse one year after the moment the Client became aware or could reasonably have become aware of the existence of such rights and powers. This paragraph shall not apply if the damage is the result of intent or gross negligence on the part of Van Nunen, or in cases where mandatory statutory provisions prescribe otherwise.

### **Force Majeure**

In the event of force majeure - including, but not limited to, extreme weather conditions, illness, epidemics, government measures, technical failures, transport problems, traffic congestion, accidents, breakdowns, or other unforeseen circumstances beyond the control of Van Nunen - which render (further) performance of the Agreement reasonably impossible, Van Nunen shall have the right to dissolve the Agreement in whole or in part or to suspend performance without liability for damages, while retaining the right to

compensation for services already rendered and costs incurred.

### **Choice of forum**

These Terms and all disputes and legal proceedings arising therefrom shall be governed by Dutch law. All disputes shall be submitted to the competent court in the jurisdiction in which Van Nunen is established, unless mandatory statutory provisions prescribe otherwise.