

## Breeding and Insemination Conditions 2016

of *Classic Performance Stud*, Mr. Jost & Mrs. Urte Appel, Lahnstr. 42, D-35606 Solms, Germany (hereinafter "*the studfarm*") for covering, insemination and semen-shipping (breeding season: 1 Feb 2016 – 31 Aug 2016).

### I. Stud Fees 2016

Stallion	Breeding Fee	Sales price
	Life cover or insemination with fresh semen* or with frozen semen** at the studfarm, or shipping of fresh semen ***	Frozen Semen**** for 3 insemination portions
	- immediate discount for performance- & premium mares & for multiple mares - ****	Discount for performance mares, refund after birth of foal ****
<b>Purebred Arabian</b>		
Eas El Maz A	1.000,00 €	1.000,00 €
Ghamin	1.000,00 €	1.000,00 €
Impact	1.000,00 €	1.000,00 €
Ganimed (located Saarbrücken/GER)	900,00 €	900,00 €
Ghamil (located Anarahof/GER)	900,00 €	900,00 €
Ainhwa Kesberoy (FRA)		1.000,00 €
Dorz (Oman)		1.000,00 €
Fareed Al Thoraya		500,00 €
Hamasa Nazim †		500,00 €
Kesmel (FRA)		1.000,00 €
Tarek El Parry (FRA)		1.000,00 €
<b>Akhal-Teke</b>		
Elite Stallion Daimir (El)		1.000,00 €
Bahir (Kaplan) - 2,5 portions		800,00 €
Kazbek (Peren)		1.000,00 €
Gagur † (Gelishikli)		1.000,00 €
Melesur by Sovchos II † - 1 portion		800,00 €
Salimrashid (Everdi Teleke)		1.000,00 €
Sojotny-Sojuntschi † (Karlavach)		1.000,00 €
Elian (75%) (Gelishikli)		500,00 €
Majrie (87,5%) (Sere)		500,00 €
<b>Anglo-Arabian</b>		
Farouche Le Premier (87,50 %)		600,00 €
Elite stallion Katanga † (34,50 %) - 1 port.		400,00 €
Neesahn x (50,00 %)		600,00 €
<b>Arasien®</b>		
Eurowings (50%/ 50%)		600,00 €
<b>Lusitano</b>		
Outono (Veiga)		600,00 €

\* see below II. \*\* see below III \*\*\* see below IV. \*\*\*\* see below X. \*\*\*\*\* see below VI.

**Live Foal Guarantee:** In case the mare does not get in foal, resorbs or absorbs or the foal does not reach the age of 10 days, the breeder does not have to pay again the stud fee within a 2-year period from the first date of insemination/covering. The mare cannot be changed during the life foal guarantee.

If the breeder wants to change stallions, he has to compensate a difference of the new stallion's stud fee if the stud fee of the new stallion is higher than that of the originally selected stallion.

### II. Life-Cover and Insemination at the Studfarm

1. It is granted a 2-year life foal guarantee beginning at day of first covering / insemination on the studfarm.
2. Maturity of the stud fee with first covering / insemination, lodging and special expenses for after emergence.
3. The general pensioning conditions of the studfarm are applicable, they are publicly displayed at the studfarm.

### III. Insemination with Frozen Semen at the Studfarm

1. It is granted a 2-year life foal guarantee beginning first day of insemination on the studfarm. If the mare is not in foal after the 3<sup>rd</sup> heat using frozen semen, the life foal guarantee changes into fresh semen of another stallion used at the studfarm. The breeder has the choice of the stallion; no prorated stud fee payment or refund of stud fee is executed.
2. Maturity of the stud fee with first insemination.

### IV. Shipping of Fresh Semen

1. With fresh semen the breeder receives at least 2 doses of semen, each at least 800 million sperms, and an accompanying semen delivery documentation.
2. No live foal guarantee is agreed upon. However, within the breeding season the breeder may at any time order new fresh semen if his mare is not in foal.
3. Order must be placed Monday to Friday until 12:00 h for delivery of the semen the same day to the transport company.
4. The studfarm strives to always provide fresh semen on the request of the breeder. However, in case that the shipment of fresh semen should be impossible due to a short-term failure of a stallion, the stud is allowed to ship frozen semen instead (which then is subject to no. 1. to 3. above).

### V. Use of Fresh Semen for Multiple Mares

1. The breeder is allowed to use the fresh semen also or in addition for another than the registered mare.
2. In this case, when a second or subsequent mare proves to be in foal, an additional stud-fee of 60 percent has to be paid for the undeclared mare (stud fee according to I. above).
3. In such a case, the studfarm sends an additional breeding certificate to the breeder after he has paid the additional stud fee fully.

## VI. Frozen Semen

1. Maturity of the purchase price arises with written order of semen.
2. Frozen semen is sold by stallion and by insemination dose. The sale of frozen semen always refers to one single delivery. Any claim of supplementary delivery is excluded. Also, there is no live foal guarantee agreed upon.
3. The delivery consists of 1, 2, or 3 doses of semen (see sales list above no. I.) and is accompanied by a semen delivery documentation.
4. The frozen semen is sold with no regard to any special mare or to any special breeding season. The breeder can use the frozen semen on his free choice.
5. Storage of the acquired frozen semen for the breeder is possible on the studfarm. The fee accounts for 80.00 € / year and stallion.
6. As the production and density (macrotubes or 0.5 ml straws) varies from stallion to stallion the number of straws / macrotubes delivered per dose will vary as well. Regardless of the amount of delivered straws / macrotubes the stud, according to international standards, guarantees for about 800 million sperms per insemination dose.

## VII. Semen Delivery Documentation and Breeding Certificate

1. After insemination the breeder sends back immediately the completed semen delivery documentation to the studfarm, together with a copy of the passport of his mare.
2. Based on the semen delivery documentation (see no. 1) the studfarm issues the breeding certificate in November of the year of insemination and sends it to the breeder. The breeding certificate is prerequisite to ensure that the responsible breeding association can issue the papers for any foal.
3. In case the stud fee or any other charges in connection with the breeding / insemination have not been paid by the breeder, the studfarm holds a right of retention on the breeding certificate.

## VIII. Shipping / Transportation

1. Shipping is executed only after the signed order / contract of purchase has been sent back to the studfarm and after the payment of the stud fee / purchase price as well as the transportation costs have been credited on the bank-account of the studfarm.
2. The shipment is commissioned to veterinarians, vet clinics, and insemination centers only.
3. Each shipment takes place on behalf of, at the expense of and on risk of the breeder. The risk of the studfarm ends with handing over the container to the transportation company.
4. Shipping containers
  - a. Styrofoam Box (fresh semen, value: € 100.00)  
is to be sent back to the studfarm at the expense and risk of the breeder **no later than the next business day after receipt.**  
In case the box does not arrive at the studfarm within 10 days after receipt of semen, the breeder has to pay full compensation for the value of € 100.00 to the studfarm, which matures immediately after a 2-week period.
  - b. Disposable Nitrogen Container (frozen semen, value: € 150.00)  
can be purchased from the breeder with the frozen semen order into property for additional € 150.00, payable in advance. Shipment of semen takes place only after complete payment of the disposable container.
  - c. Metal Nitrogen Shipping Container from the studfarm (frozen semen, value : 900,00 €)  
can be rented by the breeder for a rental fee of € 70.00 from the studfarm.  
The breeder agrees to pay additionally the transport-costs for the collection of the empty container at the seller's place and the re-delivery to the seller. This payment has to be performed in advance to the shipment of season, too.

## IX. General provisions

1. Erfüllungsort ist Solms, es gilt deutsches Recht, Gerichtsstand ist Wetzlar, Verträge mit dem Gestüt kommen nicht mündlich, sondern nur in Schriftform zustande.
2. The stud does not guarantee for the success of insemination.
3. In case semen is not available from the chosen stallion during a breeding season or semen cannot be produced from the chosen stallion the breeder can use another stallion which is located in the studfarm. In this case the stud fee is neither refunded nor proportionately prorated.
4. Liability by the studfarm is excused above the extent its existing liability insurance provides for compensation. There is no liability for damage on or loss of a horse, a person or objects if caused by slight negligence. Liability for gross negligence and intent remain unaffected.
5. Place of fulfillment and performance is Solms, German law is applicable, jurisdiction is in Limburg/Lahn, any alteration of these conditions needs written form.

## X. Discounts for Performance Mares and for Multiple Mares

1. Discount for performance mares:

Discount	Riding Successes	Endurance Successes	Racing Handicap
5%	pre-level (E)	till 39 km	till 50 kg
10%	1st level (A)	till 59 km	till 55 kg
15%	2nd level (L)	till 99 km	till 60 kg
20%	3rd level (M)	till 159 km	till 70 kg
25%	4th level (S)	160 km or more	over 70 kg
15%	mares performance tested / premium mares, elite mares		

2. Discount for multiple mares or mares in directly consecutive years:

Discount	multiple mares / mares in consecutive years
10%	2nd mare
20%	3rd and any further mare

3. If insemination / covering takes place on the studfarm or is carried out with shipping fresh semen the aforementioned discount is deducted directly from the breeding fee.
4. If frozen semen is shipped there is no discount for multiple mares. Instead of a pre-discount for performance mares the studfarm will refund the overpaid amount of the stud fee when the breeder proves the performance of the mare after she gave birth to a foal.


  
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