



# Gestüt Bonhomme

Gestüt Bonhomme GmbH & Co. KG  
Fuchsberg 1a • 14542 Werder Tel.: +49 (0)3327-72 490 10 Fax: +49 (0)3327-72 490 19  
Email: info@gestuet-bonhomme.com www.gestuet-bonhomme.com

## INSEMINATION ORDER, ORDER OF SEMEN

Please return by fax to Gestüt Bonhomme: +49 (0) 3327-72 490 19

I am hereby ordering from the above-mentioned insemination station

Owner of the mare/principal      Membership number of breeders' association: .....  
(please do fill in, otherwise a breeding notification cannot be made)

Name: .....

Address: .....

Telephone/Fax/E-Mail: .....

Semen from the stallion: .....

For the mare: ..... Breeders' association responsible for the foal registration: .....

Unique life number: ..... born on: .....

Unique life number and name of the sire: .....

Unique life number and name of the dam: .....

Insemination vet (Name / Address): .....

Telephone/Fax/E-Mail: .....

Delivery on:     Insemination vet       Insemination representative       Owner

Name and Address: .....

Telephone/Fax/E-Mail: .....

Delivery on: .....

Shipping by overnight express (Will arrive by 8 a.m. on the next working day)       Self-collection

I acknowledge the applicable provisions of the horse insemination station in accordance with the Appendix concerning the Insemination of Mares and undertake to use the stallion semen supplied exclusively in order to inseminate the above-named mare. I furthermore undertake to comply with the regulations concerning the use of the semen supplied under Sec. 14 German Breeding Act and Secs. 6-8 of the Insemination Ordinance, as amended.

As a security deposit for the payment of the full stud fees, Gestüt Bonhomme GmbH & Co. KG will receive a

Cash deposit       SEPA direct debit mandate in accordance with p. 2 of this agreement

I confirm by my signature the order of semen and the accuracy of the details given. I have read the Breeding Conditions of Gestüt Bonhomme GmbH & Co. KG in accordance with Appendix 1 to this agreement, and I accept them.

.....  
Place, Date      Signature of Owner of the Mare/Principal

This agreement shall only apply in conjunction with Appendix 1 – Breeding Conditions

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# S E P A – D I R E C T D E B I T M A N D A T E

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Gestüt Bonhomme GmbH & Co. KG (Registered Office of the Company: Marburger Straße 17 10789 Berlin)

Creditor-Identifier: DE 36ZZZ00001161866

Mandate reference: .....

Owner of the mare/principal:

Name: .....

Address: .....

I hereby authorise Gestüt Bonhomme GmbH & Co. KG, to debit the payments, such as breeding fee, transport costs or stabling fee, due to be made by me for:

the insemination of the mare 1: ..... by the stallion: .....

the insemination of the mare 2: ..... by the stallion: .....

the insemination of the mare 3: ..... by the stallion: .....

the insemination of the mare 4: ..... by the stallion: .....

the insemination of the mare 5: ..... by the stallion: .....

in accordance with the insemination agreement of: .....

from my bank account by means of direct debit. At the same time, I hereby instruct my bank to honour the direct debit drawn on my account in favour of Gestüt Bonhomme GmbH & Co. KG.

Note: I may request reimbursement of the amount debited within eight weeks, commencing on the date that the amount is debited. The terms and conditions agreed with my bank shall apply.

Account holder: .....

Address: .....

Name of bank: .....

BIC: \_\_\_\_\_|\_\_\_\_\_

IBAN: \_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_

.....  
Place, Date

.....  
Signature of the Owner of the Mare/Principal (and account holder, if different)

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## Breeding Conditions of the Insemination Station Gestüt Bonhomme GmbH & Co. KG (D-KBP-123-WG)

Our stud farm, Gestüt Bonhomme GmbH & Co KG, is approved as an EU insemination station (D-KBP 123-WG).

The General Terms and Conditions of Business shall apply to any business relations between the customer and the insemination station Gestüt Bonhomme GmbH & Co KG (hereinafter referred to as "insemination station"). In particular, making use of the stallions (also in the natural mating procedure/embryo transfer procedure), shipping of deep frozen semen and also the insemination agreement to be signed shall be subject to the latter.

1. We explicitly make reference to the new breeding rules which apply as from 01/01/2016, which apply to the respective stallion semen ordered from the insemination station, since, as from 2016, only approved stallions can be registered and are licensed for breeding. To that extent, reference is made to the full content that is accessible in the general guidelines of the Breeding Association Regulations (ZVO) at:

<http://www.pferd-aktuell.de/pferdezucht/zucht-verbands-ordnung/zucht-verbands-ordnung-zvo>. The respective applicable breeding regulations can also be inspected at the insemination station. Due to the performance and sports tests to be completed by the stallions, any future approvals for breeding in regard to the individual stallions cannot be anticipated. It is pointed out expressly that a stallion may not be entered in Stallion Register I in regard to the semen ordered. Further information on this can be accessed on the Internet at <http://www.hengstleistungspruefung.de/homepage>, and can be inspected at our company. Whether the respective stallion will obtain the provisional/final registration in Stallion Register I in the further course of its career constitutes an imponderable circumstance, for which the insemination station does not provide any warranty. To that extent, it is pointed out that some of the stallions on offer are merely "approved" or only "provisionally" licensed for breeding.

2. The breeding season shall begin on 15 January each year and end on 31 July of the same year.

Orders of semen can – subject to the semen being available in sufficient quantity as at the date of the enquiry –, only be taken into consideration if the order is placed with the insemination station by telephone, fax or e-mail on the same day, on weekdays between 7 a.m. and 10 a.m. and at weekends between 7 a.m. and 9 a.m. The insemination station reserves the right to refuse to provide multiple samples of semen that is in great demand.

3. The breeding certificates required in accordance with the respective current breeding regulations need to be submitted to the insemination station at the beginning of the breeding season - and not, for example, to the customer's veterinary surgeon. The breeding certificates will be passed on to the breeders' association responsible by the insemination station at the latest by the end of the breeding season.

4. The insemination agreement handed over by the insemination station is to be signed upon placing the first order of semen as the semen cannot be dispatched until the insemination agreement has been signed. The use of a mare in the embryo transfer procedure is mandatorily to be specified by the customer with each order/insemination. The stud fees specified are to be paid for each embryo rinsed out in the embryo transfer procedure.

5. Additional shipping costs are incurred when semen is shipped. The respective current price lists, as well as the terms and conditions of shipping deep-frozen semen, can be inspected/enquired about at the insemination station. No semen is shipped on Sundays or public holidays, however it is possible to collect it on any day. In exceptional cases, if it is ordered in good time on a Sunday or a public holiday, and only following prior consultation with the insemination station, the semen may already be handed over to the customer at an agreed address on the following working day.

6. Upon the semen being handed over, the risk of impairment and the loss of the semen shall pass to the customer personally, or otherwise to any respective individual authorised by the customer or the carrier desired by the customer. Any liability for damage in transit is excluded. Any complaints are to be detailed immediately, at the breeding station, on the following day, otherwise the transport will be invoiced.

7. An advance payment in the amount of € 250.00 shall be due for payment immediately upon delivery when the first order of semen is placed. In the event that the € 250.00 have not been paid immediately, Gestüt Bonhomme reserves the right to refuse further deliveries of semen. The remaining stud fees shall be due for

payment once the mare is in foal (effective date of 1 October of the year in question). As a security deposit for the payment of the respective outstanding stud fees, the customer shall have the option of either issuing to the insemination station a SEPA direct debit mandate for this amount or depositing the amount of the outstanding stud fees with the insemination station, in return for a receipt, by way of a cash deposit. Should the residual amount owed of the remaining fees lapse due to non-gestation, to be evidenced to the insemination station by the customer by way of a certificate issued by a veterinary surgeon, without delay, the security deposits will not be utilised for that reason, and will be returned to the customer. If a respective certificate is not submitted by 1 October of the year in question, the remaining stud fee shall be due for payment in full and the direct debit authorisation or cash deposit will be cashed.

8. The breeding fees shown shall be understood to be inclusive of the respective applicable VAT, and constitute final prices. The accommodation fees shown for stabling at the insemination station shall be understood to be net prices, exclusive of the respective applicable VAT.

9. Should a stallion not be available at short notice, due to taking part in a tournament, sickness, high demand, etc., Gestüt Bonhomme shall, if possible offer to use deep-frozen semen, or, at the customer's request, use a different stallion at the station. In such a case, only the stud fees for the stallion actually used will be invoiced. Any cash deposit made/security deposited is to be adjusted by the contracting parties accordingly. No claim to repayment shall exist in such a case.

10. Should a mare not be gestating after being inseminated three times, the insemination station reserves the right to change the stallion, in consultation with the customer.

11. Guest mares shall be accommodated at the station of Gestüt Bonhomme, even with a foal, at the risk and on account of the owner personally. The daily rate for accommodating a guest mare shall amount to € 10.00, for a guest mare with foal € 13.00. Once successful insemination or gestation has been certified by a veterinary surgeon, the daily rate per guest mare shall be increased to € 20.00, for a guest mare with foal to € 25.00. When accommodating the mare at the station, the owner declares his or her agreement to a veterinary surgeon or blacksmith being instructed by the insemination station, in his or her name and at his or her own expense, should the insemination station deem it necessary or expedient. The gynecological examination of the mares to be inseminated is to be carried out by the insemination station's veterinary surgeon, and shall also be invoiced by the latter separately. The insemination station's veterinary surgeon is not a vicarious agent of the insemination station.

In the case of barren mares, except for maiden mares and mares in foal, a swab sample needs to be presented by the customer in advance of the insemination.

12. Traders need to notify the insemination station of any obvious defects in the semen supplied immediately upon receipt of the goods. Otherwise, assertion of the warranty claim is excluded. In order to keep the deadline, dispatching the notice of defect or notifying the defect in good time shall suffice. For merchants, Sec. 377 German Commercial Code (HGB) shall apply.

13. In the case of consumers, the insemination station shall retain ownership of the goods until the purchase price has been paid in full. In the case of entrepreneurs, the insemination station shall reserve the right of ownership in the goods until such time as all claims arising from the ongoing business relationship have been met in full.

14. The insemination station shall only be liable for intent or gross negligence. The disclaimer shall also not apply in the case of any personal injury that is based on an at least negligent breach of duty on the part of the insemination station or its vicarious agents. It shall likewise not apply to any other losses based on a grossly negligent breach of duty on the part of the insemination station or its vicarious agents.

15. Special agreements shall only apply between the insemination station and the customer if they have been laid down in writing. Without recourse to conflict of laws provisions, exclusively the law of the Federal Republic of Germany shall apply to any rights and obligations arising from or in connection with the contractual relationship, subject to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11/04/1980 shall apply.

16. Place of jurisdiction: Should the customer be a trader, and should the disputed business relations be attributable to operating its trading activities, the insemination station may sue the customer at the location of the court having jurisdiction for the insemination station (Berlin).