

General Terms and Conditions of Seldsum EQ Hendriks, dated 25 October 2022.

Article 1. Definitions

In these General Terms and Conditions the following terms shall have the following meaning:

The Practice: Seldsum EQ Hendriks, defined as the Veterinarian(s), as well as the practice that the Veterinarian(s) conduct(s) with the use of all (auxiliary) persons, including but not limited to veterinarians, assistants, laboratory assistants etc., whether or not on the basis of an employment contract, into any legal form and/or cooperation whatsoever.

Client: The owner and/or provider of the Patient, on whose behalf the Practice Performs the Treatment or provides admission for the duration of the Treatment.

Debtor: The Person in whose name the invoice of the Practice is drawn up.

Treatment: Performing veterinary treatments and/or research, supplying and/or administering medicines and/or giving advice and/or carrying out (veterinary) examinations.

Treatment Agreement: The agreement between the Practice and the Client to perform veterinary treatments and/or research, to supply and/or administer medicines and/or to give advice and/or perform (veterinary) examinations).

Patient: The animal, animals or groups of animals presented by the Client for treatment and/or in need of veterinary guidance and care, and/or for the benefit of which medication is supplied and/or administered and/or other veterinary advice and veterinary services are provided. Animal, animals or groups of animals including oocytes, semen and embryo's.

Avantea: Laboratory in Cremona, Italy, where the oocytes are exported to be fertilized by using the ICSI method.

Equiception: Laboratory in Putten, The Netherlands, where the oocytes are exported to be fertilized by using the ICSI method.

Dr. Van Haeringen: Laboratory in Wageningen, The Netherlands, where DNA tests are performed to determine paternity and maternity combinations.

OPU: Ovum Pick Up, gaining oocytes from the mare for the benefit of ICSI

ICSI: Intracytoplasmic sperm injection, the fertilization of oocytes by injecting a sperm cell into an oocyte.

Artikel 2: Applicability

- 2.1 These General Terms and Conditions apply to all agreements and offers already concluded and to be concluded, including Treatment Agreements, between the Practice and the Client, whereby the Practice provides goods and/or services of whatever nature and under whatever name to the Client, unless the parties have explicitly agreed in writing to depart from these terms and conditions.
- 2.2 Any General Terms and conditions used by the Client are not applicable and are expressly rejected by the Practice.
- 2.3 Additional and/or different terms and conditions only apply between the parties if the Practice has expressly agreed to these additional terms and conditions in writing.

Article 3: Formation of Agreement

- 3.1 All offers to conclude an Agreement are without obligation, unless otherwise agreed between the parties.
- 3.2 The Treatment Agreement is only validly concluded from the moment that the agreement has been confirmed in writing by the Practice, or when the Practice has commenced with the execution of the agreement and/or has supplied and/or administered the medication.
- 3.3 If an offer to conclude an agreement does not ultimately lead to a final agreement, the Practice is at all times entitled to charge the Client for all costs incurred by the Practice in making the offer to the Client
- 3.4 If a provider is not the (sole) owner of the Patient, he is obliged to fulfil the obligations from this Treatment Agreement jointly and severally in case the (co-)owner disputes the existence and the contents of the Treatment Agreement and/or the associated costs.
- 3.5 By entering into the Treatment Agreement, Client agrees with the costs of the Treatment and undertakes to pay them.
- 3.6 The Practice has the right to refuse the conclusion of a Treatment Agreement with regard to a Patient offered to it for treatment and/or to accept it only under certain conditions, if the Practice is has the opinion that the treatment of the Patient does not or completely has insufficient chance of success, unless the Practice is obliged to treat the offered Patient on the basis of legal and/or behavioral/disciplinary regulations.

Article 4: Content of the Agreement

- 4.1 The Treatment Agreement concluded between the Practice and the Client is not an obligation of result and only leads to a best efforts obligation on the part of the Practice to provide veterinary treatment and/or advice and/or to supply and/or administer medicines in this context.
- 4.2 The practice will carry out the intended work with the care that may be expected of it.
- 4.3 The Practice has the right to make use of third parties when executing the Treatment Agreement.
- 4.4 If the Client fails to collect the Patient from the Practice after completion of the Treatment, or fails to do so on time, the Practice is entitled to charge the Client for all associated (additional) costs.
- 4.5 If the Patient dies during treatment at the Practice, the Practice will pay for the removal of the mortal remains at the expense of the Client. If the Patient dies at a location other than the Practice, the Practice will not take care of the removal of the mortal remains.

Article 5: Interim Termination of the Treatment Agreement

- 5.1 The Agreement shall be terminated in the interim by:
 - 5.1.1 The explicit request of the Client, whereby, if necessary, the Client will be informed by the Practice of the possible consequences of this early termination for the Patient and, if termination is made against the advice of the veterinarian and/or the Practice, this will take place at the risk of the Client and, if necessary, have the Client make a written statement about this. The Client is obliged to cooperate fully in this regard.
 - 5.1.2 The death of the Patient
 - 5.1.3 A unilateral decision of the Practice, if the Practice is of the opinion that it cannot reasonably be required to continue the Treatment
 - 5.1.4 A unilateral decision of the Practice if the trust between the Practice and the Client has been seriously disturbed.
- 5.2 If the Agreement is terminated in the interim at the unilateral request of the Practice, the Practice will, before doing so, inform the Client and explain its reasons to the Client, unless this is not possible or not possible in a timely manner.
- 5.3 If the Agreement is terminated in the interim, the agreed fee will be charged to the Client in proportion to the work already carried out. Work which, in the opinion of the Practice, is indivisible, will be charged in full to the Client.

Article 6: Rates, fees and payment

- 6.1 The Practice determines the rates and fees to be charged and the agreement obliges the Client to pay according to the rates of the Practice. The calculated VAT is stated on the invoice. The currency for payment is the Euro. The practice may allow the Client to pay in another current currency. The associated costs shall be borne by the Client. Any costs associated with payments from abroad are for the account of the Client.
- 6.2 The Practice only accepts non-cash payments.
- 6.3 An indication of costs of the expected costs can be provided to the Client on request. No rights can be derived from this indication of costs.
- 6.4 When charging the stabling costs to the Client, the day of admission and the day of collection or death of the Patient count as full days of nursing and stabling.
- 6.5 Payment is due within 15 days of the invoice date, to the account number stated on the invoice
- 6.6 It is possible that a part of the treatment or the examination has not been invoiced immediately, for which the Client will receive an additional invoice.
- 6.7 The Client is at all times obliged to pay and is liable in the event of default. This also applies if the costs are covered by an insurance policy taken out by the Client.
- 6.8 If more invoices are outstanding, payments shall be deemed to be for the settlement of the oldest outstanding invoice
- 6.9 If the Client does not pay within 15 days, the Debtor shall be in default by operation of law and without notice of default being required and shall owe statutory commercial interest on the outstanding amount
If, after one notice of default, the Client continues to fail to pay the claim, The claim can be handed over, in which case the Client will also be obliged to pay extrajudicial costs and any judicial costs in connection with the collection of the amount in addition to the total amount owed (including the statutory interest).
- 6.10 The Debtor is not entitled to suspend any (payment) obligation to the Practice, nor shall the Debtor be entitled to set-off, for whatever reason, amounts charged and/or will be charged by the Practice.
- 6.11 Payments made by the Debtor shall first serve to pay the costs owed, then to pay the interest due and only then to pay the oldest outstanding invoice.
- 6.12 In special cases - at the discretion of the Practice - a payment arrangement may be agreed. Additional costs will be charged to the Client for a payment arrangement. All provisions in this agreement apply to the agreed payment arrangements, unless expressly deviated from in the payment arrangement.

Article 7: Complaints

- 7.1. The Client is obliged to inspect immediately on behalf of all services and/or goods provided by the Practice for detectable defects and/or imperfections. Defects and imperfections must be notified in writing to the Practice within 30 days after the delivery of the service and/or the goods or immediately after the defect and/or imperfection have been identified. If the term is exceeded, any claim against the Practice will lapse.

- 7.2. The Client must report complaints about the Treatment Agreement in writing to the Practice within 30 days after the work has been terminated or after the defects and/or imperfections have become known to the Client. If these 30 days are exceeded, any claim against the Practice with regard to any defect and/or imperfection will lapse.
- 7.3. If the Practice finds the complaint about the performance well-founded, the Practice is at all times entitled to perform the performance correctly within a reasonable period of time if this is possible, or to credit the amount owed by the Client.

Artikel 8: Liability

General Liability

- 8.1. If the Practice shall be liable towards the Client in any way, such liability shall at all times be limited to the amount paid out in the relevant case by the liability insurance of the Practice. If so desired, the Client can request the policy and policy conditions from the Practice.
- 8.2. If for any reason the insurance company does not pay out, or if the liability for the damage is not or not sufficiently covered by any insurance, the Practice only accepts liability for the direct damage suffered by the Client as a result of an attributable failure in the fulfillment of its obligations under this Treatment Agreement or a wrongful act, limited to the amount of the price to be charged by the Practice to the Client for the Treatment Agreement for the specific part of the Treatment Agreement to which the alleged failure relates.
- 8.3. Any liability of the Practice for attributable failure to comply with the Treatment Agreement shall expire if the Client has not promptly given notice of default to the Practice, stating a period of 30 days to remedy the failure, and the Practice continues to fail imputably to comply with its obligations even after that period.
- 8.4. De Practice is not liable for indirect damage, including but not limited to consequential damage, loss of profit, missed savings and damage due to business interruption.
- 8.5. Apart from the cases mentioned in this article, the Practice does not accept any liability for damages, regardless of the basis on which an action for damages would be based.
- 8.6. The presence and residence of the Client's horses, whether or not at a location facilitated by the Practice, is always at the Client's own risk.
- 8.7. If the Client is not the owner of the animal, he or she guarantees that the owner has given permission for the Treatment to be performed.
- 8.8. The Client indemnifies the Practice against all claims of third parties that may result, directly or indirectly, from the execution of the Agreement.

Gynaecology OPU/ICSI liability

- 8.9. In addition to and if necessary contrary to the provisions of Article 8.1 to 8.8, the following specific exonerations shall apply to activities in the field of gynaecology:
 - 8.9.1. Storage and transport and use of semen, embryos and oocytes in any form, by any route or at any location is entirely at the Client's own risk. Neither the Practice, nor Avantea, nor Equiception, nor any transporter can be held liable in any way for loss or damage thereof. Avantea/Equiception and/or the transporter can, if necessary, directly invoke this exoneration.
 - 8.9.2. The Practice is in no way liable for the result of actions involving fertility, by which is meant, among other things:
 - i. Terminating the OPU procedure early when it is not ethically responsible to continue the OPU procedure due to pain and discomfort in the mare
 - ii. The number of oocytes harvested in the OPU procedure
 - iii. The number of embryos created after the combined OPU/ICSI procedure
 - iv. Successful or unsuccessful freezing, thawing and transferring of oocytes or an embryo.
 - 8.9.3. The Practice is in no way liable for any mistakes made at Avantea, Equiception and/or other ICSI laboratories, including incorrect paternity and maternity combinations
 - 8.9.4. The Practice is in no way liable for any mistakes made during DNA testing at genetic laboratories such as the Dr. Van Haeringen laboratory in Wageningen.
- 8.10. The limitations of liability included in article 8 do not apply if the damage is the result of intent or gross negligence on the part of the Practice.
- 8.11. If the services requested by the Client relate to the import or export of animals, including but not limited to the issuing of (health) certificates, the liability of the Practice is excluded. The Client indemnifies the Practice in that respect against claims by third parties for whatever reason.
- 8.12. The exclusion referred to in 8.10 does not apply if the Practice knowingly cooperates in illegal trade
- 8.13. Without prejudice to the provisions of the preceding paragraphs of this article, the Practice, excludes all liability:
 - 8.13.1. For damage as a result of administering of veterinary medicines by the Client himself or herself and/or;
 - 8.13.2. For damage resulting from administering of veterinary medicines by order of third parties, including administering by order of government agencies and/or;
 - 8.13.3. For injury and/or damage caused by administering these drugs, any side effects thereof and/or;
 - 8.13.4. For negligence in the performance of the relevant administrative obligations and related problems of evidence

8.14. The conclusion of a Treatment Agreement does not in any way affect the strict liability of the Client and/or third parties for damage caused by the animal within the meaning of Clause 1. 6:179 BW. (Dutch Civil Code)

Article 9: Force majeure

9.1. De Practice is not liable for failure to fulfil its obligations completely, partly or timely as a result of force majeure.

9.2. For the purposes of this Agreement, force majeure shall be understood to mean: the circumstances that prevent the (partial) performance of this Agreement which cannot be attributed to the Practice

Article 10: Other provisions

10.1. If the treatment of the Patient gives cause to do so, the Practice has the right to deny anyone, if necessary also the Client, access to the stables or another location where the treatment takes place and/or to impose other conditions that he deems necessary for the treatment. The Client is obliged to comply with this.

10.2. The Client is not permitted to enter buildings and grounds other than those open to the public, other than with the express permission of the Practice. This permission is granted exclusively for the supervision and visiting of the Patient.

10.3. The Practice is entitled to euthanize a Patient entrusted to it without the permission of the Client. This only concerns cases in which the Client cannot be contacted, and the animal suffers unbearably or poses a danger to the surroundings. In such a case, the Practice is not obliged to pay any compensation to the Client and any other entitled parties.

10.4. Personal data of the Client and the Patient data are included in a registration system to support the Patient treatment.

10.5. The Practice retains at all times the ownership of transcripts, documents and other information carriers such as, for example, X-rays relating to the treated Patient. De Practice will keep these documents for 5 years. Upon request, the Client may obtain copies of this information (carriers) and/or other documents against payment of the cost price.

10.6. For reasons of privacy of our employees, other involved parties, attendees and patient owners, it is not allowed to make video recordings and/or photos of persons and animals on grounds and in buildings and elsewhere without the prior express written permission of the Practice and the persons that are visible in the images.

Article 11:

11.1. All Agreements to which these terms and conditions apply shall be governed by Dutch law

11.2. All disputes between the Practice and the Client that may arise and for which a solution cannot be reached by mutual agreement, will exclusively be submitted to the competent court in Leeuwarden.