

Covering Agreement (breeding season 2021) / Confirmation of purchase frozen semen stallion

between

1. The private company with limited liability **Stoeterij Sterrehof B.V.**, with registered office in... and place of business in (8071SJ) Nunspeet at Vreeweg 89 and registered with the Chamber of Commerce under number 08119497 VAT identification number: NL821374904B02, legally represented by Jörgen van der Holst, hereinafter referred to as 'Stoeterij Sterrehof'

and

2. *If private individual:*
Mr/Ms., living in, at No. with postcode further to be referred to as 'Mare Holder'
or

If company: The company with name, having its registered office in and doing business at on the No. with postcode.... Chamber of Commerce No. and VAT No. duly represented in this matter by:, hereinafter referred to as 'Mare Holder';

Here jointly referred to as the 'Parties'

Have agreed as follows.

Whereas:

The stud agreement lays down the agreements between the Parties regarding the purchase of frozen semen by the mare owner of the breeding stallion of Stoeterij Sterrehof as described below. The semen is collected solely for the purpose of inseminating the mare of the mare owner. This Covering Agreement involves the acceptance by Mare Holder of the offer from Stoeterij Sterrehof, as described in the (online) stallion catalogue and is thus a confirmation of the order of semen from the breeding stallion of Stoeterij Sterrehof described below.

The mare to be inseminated must be in good health and the Mare Holder has an obligation to ensure that the genetic material of the mare to be inseminated and the stallion below are brought together as smoothly as possible.

If the mare to be inseminated is in a legal sense only 'held' by the Mare Holder, the Mare Holder must have permission from the owner of the mare for the insemination. Stoeterij Sterrehof does not accept any liability in this regard.

The Mare Holder pays Stoeterij Sterrehof, as Stoeterij Sterrehof receives from the Mare Holder the stud fee as laid down in the (online) stallion catalogue of 2021 and the additional conditions as laid down in clause 9 of the Breeding Conditions of Stoeterij Sterrehof.

A discount percentage of ... % applies in the event of simultaneous purchase of several covers.

The delivery will only take place after the return receipt of the signed Covering Agreement and full payment of the invoice by the Mare Holder and in principle within 7 working days after the payment has been received by Stoeterij Sterrehof HPC to the account number as stated on the attached invoice. Stoeterij Sterrehof shall make an effort to deliver on time but does not give any guarantees as it depends on external forwarders.

The covering conditions of Stoeterij Sterrehof apply to this Covering Agreement. The conditions are part of this agreement and are attached to this agreement. By signing the agreement, the Mare Holder agrees with and accepts the content of the covering conditions of Stoeterij Sterrehof.

All changes and/or extensions of this Covering Agreement must, in order to be valid, be recorded in writing. It is only possible to deviate from these provisions in writing. Any non-binding nature of one of the conditions of this agreement shall not affect the validity (legal or otherwise) of what is otherwise laid down in this Agreement.

This Covering Agreement is governed by Dutch law. Any disputes will be settled by the competent Dutch court of the District Court of Gelderland.

Concerning the purchase of frozen semen from a breeding stallion:

Name:
Parentage:
Date of birth:
Life number:

Thus agreed in duplicate.

Signed for approval:

.....
Signature Mare Holder

On behalf of Stoeterij Sterrehof,
Jorgen van der Holst

.....

