

AGREEMENT OPU – ICSI SEASON 2021

Owner, Name, First name and company if applicable
VAT no.....Address.....
Tel.....Mail.....
Mare..... UELN Chip

In advance

Current agreement applies to all techniques of OPU/ICSI, all embryos collected from donor mares owned or operated by the breeder during the season 2021.

Health tests

Before being able to participate in an OPU session, a number of health tests must be performed. This is necessary to comply with the strict regulations concerning the export of the oocytes to Avantea, Italy and the re-import of the embryos to Keros, Belgium. The results from the date of the sample remain valid for 90 days.

Risks

During the OPU session there is a possibility of complications mentioned in the literature, such as rectal tearing, bleeding, peritoneal inflammation, abscess, (temporary) paresis of the hindquarters, epidural space infection, death.

Some mares that have undergone an OPU procedure may be uncomfortable, may have an elevated temperature the next day or may be fuzzy for a few days.

OPU can be repeated approximately every 21-28 days. The time between the two consecutive OPU sessions depends on the number of follicles that develop in the 3 week period.

Tariffs

Performance	Tariffs (excl. VAT)	Remarks
Sample collection	€ 50,-	Incl. transport
Sample research	€ 115,50	Via Wageningen
OPU (Ovum Pick Up)	€ 1.000,-	
Transport oocytes	€ 100,-	Incl. health certificate
Maturation oocytes (Avantea)*	€ 150,-	
ICSI (Avantea)*	€ 420,-	
Per frozen embryo (Avantea)*	€ 450,-	Price per embryo
Embryocertificate (Avantea)*	€ 20,-	On request Price per certificate
Storage embryo (Avantea/Keros)*	€ 10,-	Per batch Per month

Example

1. If you do not obtain an embryo: € 1.835,50 (excl. VAT)
2. If you obtain 1 embryo: € 2.285,50 (excl. VAT, storage)
3. If you obtain 2 embryos: € 2.735,50 (excl. VAT, storage)

It is agreed between Keros and the client :

A. THE CLIENT

The client will obtain all necessary documents and authorizations for OPU, ICSI, embryo transfer, breeding certificates and other documents for the registration of the foal in the appropriate studbook.

The breeder is expected to be familiar with the techniques for OPU and ICSI as performed by Keros and Avantea and to accept the risks involved. The performance of the assignment entrusted to Keros involves a number of inherent risks to the health and welfare of the embryo and donor mare, which in the worst case may result in permanent injury or death of the embryo and/or horse. By entrusting the assignment to Keros, the breeder acknowledges and accepts these risks.

The breeder hereby formally and definitively acknowledges that all oocytes from the same puncture and each of the frozen embryos have a value of up to five thousand euros (5,000 euros incl. VAT). This implies that in case of damage to its embryos, from whatever cause; during storage, handling and possible transport, the liability of KEROS, its veterinary staff and Avantea, if involved, is limited to a maximum compensation of five thousand euros (5,000 euros including VAT).

In case of damage during transport, the responsibility of the transporter is involved and in no case the responsibility of KEROS or Avantea. It is the owner's responsibility to contact the transporter appointed by KEROS in due time to find out its limits of liability and to take out additional insurance if required.

B. KEROS

Keros undertakes to carry out all administrative and regulatory steps with respect to the proper execution of OPU/ICSI and to do everything possible for its proper conduct.

Keros does not assume any obligation of result when accepting and executing the assignment.

Keros only undertakes to carry out the assignment in accordance with the general standard of care and the rules of the art.

C. CHOICE OF LAW AND JURISDICTION

The present agreement shall be governed solely by Belgian law. Any disputes arising from this agreement shall be subject to the exclusive jurisdiction of the Belgian courts. All disputes fall under the exclusive jurisdiction of either the Commercial Court of Ypres, or the Court of First Instance of Ypres, or the Peace Court of the Canton of Wervik.

D. REMARKS

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Made up in as many copies as there are parties. Each party declares to have received his/her copy.

Done in _____ on _____

The client
(read and agreed)

Your personal data will be processed by Keros NV () for customer management based on the contractual relationship resulting from your order/purchase and for direct marketing based on our legitimate business interest. If you do not want us to process your data for the purpose of direct marketing, please inform us at info@keros.be. Via that address you can also always ask us what data we process about you and correct it or have it erased, or ask us to transfer it. If you do not agree with the way in which we process your data, you can contact the Commission for the protection of personal privacy (Drukpersstraat 35 at 1000 Brussel). A more detailed overview of our data processing policy can be found at www.keros.be.*

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