

# KEROS

## KI- EN EMBRYOTRANSFER-CENTRUM

**AGREEMENT FOR EMBRYOTRANSFER  
EMBRYO'S FLUSHED AT KEROS  
BREEDING SEASON 2020**

Between :

**Keros NV**

Represented by Hilde Vandaele, Westrozebekestraat 23A, 8980 Passendale

Hereafter designated as : **Keros**

and

<b>Mr/Ms :</b>	
<b>Should be invoiced to private person / Invoiced to Enterprise with VAT number</b> (cross out what is not applicable – <u>modifications cannot be made after invoice is issued</u> )	
<b>Enterprise :</b>	
<b>VAT No:</b>	
<b>Address :</b>	
<b>Email :</b>	
<b>Fax :</b>	
<b>Tel :</b>	<b>Portable :</b>

Hereafter designated as : **the client**

**Background :**

Keros makes recipient mares for embryo transfer available to his clients. The present agreement only concerns the embryo transfer procedures and the lease of recipient mares and applies only to the embryos collected from donor mares owned or leased by or otherwise made available to the client.

**It is agreed between Keros and the client :**

**A. THE CLIENT :**

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

The client is familiar with the techniques for embryo transfer utilized by Keros and accepts the inherent risks of these techniques. The techniques contain risks to the health and well-being of the horse and embryo which can result in permanent lesions or death of embryo and/or horse. By entrusting Keros with these tasks the client implies that he accepts these risks.

In particular, the breeder accepts the risk that despite carrying out embryo collection, the donor mare may still be pregnant after completion of the procedure. Pregnancy after embryo flushing is an inherent risk of this procedure and is very rare. It can be the result of a late (additional) ovulation (i.e. less than 7 days before embryo collection) in which the embryo is not in the uterus but in the fallopian tube at the time of the procedure or the embryo remains in the uterus. Under no circumstances will Keros be liable for the pregnancy and its possible medical and financial consequences. The breeder accepts the risk of any pregnancy and commits himself/herself to have the necessary steps taken to terminate it if necessary.

The professional liability insurance of Keros, may cover the liability of Keros and its representatives when damage results from errors. However, the liability for damage resulting from errors is always and without exception limited to a maximal amount of 100.000 € (hundred thousand euros) per horse, all included and nothing excluded.

By signing the present agreement, the client explicitly renounces to all claims for all damage that exceed the maximal amount of 100.000 € (hundred thousand euros) per horse as well as for all damage that is not part of the professional liability insurance of Keros, regardless of the kind of damage or the circumstances causing the damage.

The client assumes all expenses for transport of the embryo to Keros as well as transport costs for the return of the empty embryo container.

The client accepts to pay the expenses related to the embryo collection and transfer and to lease the pregnant recipient mare if the recipient mare reaches 45 days pregnancy (= age of the embryo).

The client will pay all related invoices before the departure of the recipient mare or before the due date of the invoice, whichever comes first. Starting on the 45<sup>th</sup> day of pregnancy (age of the embryo), the client assumes all risks (including the health of the recipient mare and the unborn foal), as well as all expenses for the upkeep and medical care of the mare. Boarding costs (9 €/day excl. 21% VAT) will be billed from the 45<sup>th</sup> day of pregnancy until departure of the mare from Keros.

**All invoices must be paid before departure of the pregnant recipient mare. The recipient mare may not leave Keros without proof of payment and a signed copy of the present agreement.**

## **B. KEROS :**

Keros will complete all necessary administrative and regulatory steps for the correct execution of the embryo transfers that are confided to Keros. Keros is committed to use the state-of-the-art methods in order to obtain the best possible results. Keros preserves the right to choose the most appropriate techniques for embryo collection and transfer. Keros has an obligation of means but no obligation of results.

## **C. THE RECIPIENT MARE :**

### **Both parties explicitly agree that :**

- Starting on the 45<sup>th</sup> day of pregnancy (= age of the embryo), the client assumes the entire responsibility for the recipient mare and unborn foal.
- Keros will not be held liable for the health of the recipient mare and foal after the 45<sup>th</sup> day of pregnancy. All the medical care after the 45<sup>th</sup> day of pregnancy is at the expense of the client.
- Medical treatments that preclude the recipient mare from human consumption may NOT be administered to the mare. If a mare is returned to Keros without its ORIGINAL passport and medical record or if entries have been made in the passport that precludes the mare from human consumption, the client will compensate Keros for the loss of value of the mare to the amount of 1250 € (one thousand two hundred fifty euro) per mare.
- Whatever the cause may be, Keros will not be held accountable for pregnancy loss after the 45<sup>th</sup> day of pregnancy, death of the mare or foal or any other event resulting in a decrease of the value of the foal.
- Keros will not be held responsible for the consequences of a twin pregnancy that originates from the in-utero splitting of a single embryo (identical twins or mono-zygotic twins). This phenomenon has been reported in the literature as being extremely rare and sometimes occurring later in pregnancy. Therefore, it may be difficult to detect this type of abnormality with conventional ultrasound techniques. Keros will take every reasonable step to detect the occurrence using conventional ultrasonography but declines responsibility if such twin pregnancy remains undetected.
- It is the client who decides whether or not to subscribe to an insurance policy against the risks described above. The client may subscribe to an insurance policy of his own.
- The recipient mare remains the property of Keros and **must be returned in good health and current on flu en tetanus vaccination by March 1 2022. Please note that for reasons of maintenance and sanitary precautions mares cannot be returned between October 26 and November 12.**
- The health care and vaccination program will be continued by the breeder. In particular, the mare will be dewormed at regular intervals according to the risk of re-infection. The mare must be vaccinated against influenza and tetanus once a year and it is recommended that the mare is also vaccinated against rhinopneumonia during the 5th, 7th and 9th month of pregnancy.
- The client will notify Keros at least 2 days before the return of the recipient mare and communicate date and time of arrival as well as the name of the mare(s).
- Without preceding written agreement, any mare not returned by March 1 2022 will be invoiced to the client at the rate of 2800 € (excl. 21 % VAT).
- If the recipient mare dies under the care of the client, a veterinary certificate should be sent to Keros. When a mare has died while under the care of the client, Keros will invoice the client at the rate of 1000 € (excl. 21 % VAT) per mare. If the client has insurance, the client will notify the insurance company. When the breeder uses the recipient mare of Keros for embryo transplantation, without any prior written consent, it will be considered as theft.

#### **D. TARIFS AND PAYMENT CONDITIONS :**

Reservation of a recipient mare, transfer of the embryo in a recipient mare owned by Keros and housing and care of the pregnant recipient mare until the 45<sup>th</sup> day of pregnancy (= age of the embryo) are free and will not be invoiced to the client.

Lease of the pregnant recipient mare: 2800 € (excl 21 % VAT)

The client carries all risks.

If the breeder indicates to Keros (in this contract or in any other way) that he/she prefers to take out an insurance, Keros will provide the necessary certificates to the breeder and to the insurance company indicated by the breeder.

The breeder is responsible for the further follow-up of the insurance file.

Under no circumstances can Keros be held liable, if it turns out that the insurance was not taken out or not according to the breeder's wishes.

Deposit for recipient mare: Keros does not require a deposit for the recipient mare if the address of the client is in Belgium and its neighbouring countries. For all other countries, a deposit of 1500 € will be required for each mare. This deposit will be invoiced as a purchase with full refund if the mare is returned before March 1 2022.

Completion of assignment by Keros: Pregnant recipient mares are examined for pregnancy by a veterinarian on or shortly after the 45<sup>th</sup> day of pregnancy and the positive diagnosis serves to confirm that Keros has completed his task: to transfer the embryo and provide a recipient mare that is 45 days pregnant. Loss of pregnancy after the 45<sup>th</sup> day of pregnancy regardless where the mare is stationed does not cancel the agreement between the client and Keros nor does it cancel the obligation to pay the outstanding invoices.

Late Payment : In case of partial or non-payment of invoices on the expiration date, Keros will automatically, in accordance with the law and without advance-notice charge 1 % interest per month. In case of non-payment 8 days after a reminder has been sent by certified mailing, the invoice will be augmented by 15 % with a minimum of 125 € and a maximum of 3500 €.

**Leaving the pregnant recipient mare in care of Keros past the 45<sup>th</sup> day of pregnancy does not grant the client the right to postpone payment.**

No payment or incomplete payment: If the costs for embryo transfer and/or extra stay of recipient mare are not paid or are not paid in full, Keros will become the owner of the embryo as soon as the total arrears amount to 3 months. If the embryo is not the property of the client, the owner must explicitly sign below to agree to this contractual transfer of ownership. The transfer of ownership serves to compensate for the costs and the arrears. The transfer of ownership of the embryo shall be proportional to the disadvantage suffered by Keros as a result of the customer's non-payment and shall serve to save - in the interest of all parties - the costs and time associated with the legal collection of the arrears. In the event of non-payment of the invoices (invoices embryo transfer and/or extra stay of the recipient mare), Keros can request the client to provide the DNA of the donor mare and stallion, so that the foal can be registered in the database when it is born.

#### **E. CIVIL RESPONSIBILITY CLAUSE :**

It is explicitly agreed upon that only the client is responsible for damage caused by the recipient mare to himself or third parties while under the care of the client, regardless of the circumstances that caused the damage to occur.

**F. CHOICE OF LAW AND JURISDICTION :**

Only Belgian law applies on the present agreement. All disputes are subject to the exclusive jurisdiction of either the Commercial Court of Ieper or the Court of First Instance, Ypres or the Peace Court of the District Wervik.

**G. REMARKS :**

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**H. INSURANCE CHOICE :**

The client declares to choose the rate checked below (check what is applicable)

- I want an insurance (see documents in attachment)
- I don't want an insurance (client carries all risks)

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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(\*) Keros nv, Westrozebekestraat 23A, 8980 Passendale – HR Ieper 32911 – BTW BE 0440.613.788