399 Parklands Road, RD1,
Te Awamutu 3879 P: 07 870 1845
email: embryos@equibreedart.com
www.equibreedart.com

TERMS & CONDITIONS TO PROVIDE SEMEN FROM

VDL – Contract (NZ)

(NZ Agent: EquiBreed ART)

2026-27 Breeding Season (1 August 26 – 31 July 27)

1. **Conditions for contract - "pregnancy fee" basis – Mare inseminated at MVS EquiBreed**

   i. The semen shall be released on a "pregnancy fee" basis only to

   Mares inseminated at **MVS EquiBreed**

   and if the following conditions are met:

   a. The semen will only be released on a "pregnancy fee" service fee basis to mares younger than 15 years of age at the time of booking or if the mare is older than 15 years, she has a veterinary certificate confirming that her uterine biopsy score is Type I or Type IIA.

   b. For mares inseminated at **MVS EquiBreed**, the service fee will be invoiced immediately upon confirmation of a positive 15-day pregnancy scan or the 28th of February 2027 in the absence of a pregnancy certificate (positive or negative) being supplied to EquiBreed ART.

   ii. A non-refundable booking fee of $750 + GST is to be paid by the mare owner to EquiBreed ART to confirm the booking for the above-named mare.

   iii. This booking fee must be paid to EquiBreed ART Ltd prior to the release of any semen for use in the above-named mare. If the mare is inseminated at MVS EquiBreed, then the booking fee is deductible from the service fee upon confirmation of 42-day pregnancy.

   a. The booking fee for each stallion is payable **per mare**, if a 4th dose is required an additional $1000 + GST deposit is payable which will be deductible from the balance of the service fee.

   b. The booking fee is not transferable to another mare x stallion combination without written consent from EquiBreed ART

   c. Please refer to Table 1 on page 4.

2. **Conditions of contract - Full payment of the service fee is required – if mare is not inseminated at MVS EquiBreed**

   a. Mares inseminated at breeding facilities that is not MVS EquiBreed

   b. Prior to shipping semen to a breeding facility that is not MVS EquiBreed

   c. Only one pregnancy is allowed per service fee.

   d. Shipping costs are invoiced separately by EquiBreed ART and must be paid prior to shipping semen.

3. The inseminating veterinarian has the authority and discretion to either not undertake or cease the breeding program if the mare is deemed unsuitable for any reason. In this case, your veterinarian must provide a report for EquiBreed ART.

General Conditions

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4. EquiBreed ART requires that your veterinarian or breeding facility reports the following to EquiBreed ART before 28 February 2027: Mare registered name, owner name, number of straws used for each insemination, AI date, pregnancy details confirmed, stud book registration (NZWA or Hanoverian NZ) and emailed to embryos@equibreedart.com.
5. The mare owner must inform the breeding facility that they are responsible for the security and proper use of the semen in only the mare described in this contract. The mare owner is held accountable for this responsibility.
6. If the above- named mare fails to conceive after 3 cycles, then she shall be withdrawn from the breeding program,
    a. or EquiBreed ART agree to provide a 4th dose for $1000+GST, upon receipt of a veterinary certificate detailing doses used, dates of inseminations and any problems, and negative pregnancy certificate(s).
7. **Embryo clause:** VDL frozen semen is eligible to be used in embryo & ICSI programs under the following conditions:
    a. *In vivo* embryo programs must be undertaken by a registered veterinarian.
        i. If this is performed by MVS EquiBreed, then the booking fee will be payable prior to semen dispatch (up to 3 inseminations allowed for one pregnancy) and the service fee will be payable at 42 days of gestation of the recipient mare.
        ii. If this is performed by a breeding facility that is <u>not</u> MVS EquiBreed, then the full service fee + freight is payable prior to semen dispatch.
    b. Oocyte recovery (OPU) and ICSI is only performed by EquiBreed ART Ltd
        i. A booking fee ($1000 +GST) is payable upon commencement of the ICSI project <u>per mare x stallion</u> combination and will be allocated to the first embryo attempt for that OPU session.
        ii. If more than one embryo is produced in an oestrous cycle or OPU session (by embryo flushing or ICSI) then full service fee will be payable for each subsequent day 42 pregnancy achieved.
    c. EquiBreed ART reserves the right to thaw all embryos frozen at EquiBreed ART for transfer or shipping.
    d. If an embryo is thawed at EquiBreed ART and shipped to another veterinary practice for transfer, then the full service fee and associated embryo thaw, dispatch and shipping costs will be payable before dispatch of the embryo.
8. **Semen request process**
    a. Acceptance of this contract.
    b. Upon completion of the contract, we will contact you to organize the dispatch of the semen to your preferred breeding facility and confirm freight charges.
    c. Upon payment of your account the semen will be authorised by EquiBreed ART for shipping to your selected veterinary clinic within 3-5 working days or as soon as a dry shipper is available.
    d. We will only ship semen Monday-Thursday
    e. The dry shipper must be returned to EquiBreed ART within 7 days of semen shipping to avoid penalties. Transfer the semen immediately into a storage tank, do not store semen in the dry shipper.

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f. If the semen is damaged in transit or during storage at the breeding facility, then the full service fee will be payable to replace the damaged semen.
g. To avoid problems, please ensure your preferred breeding facility has adequate semen storage facilities and frozen contents insurance.

9. If the semen requested is no longer available, then the client can select semen from a stallion of similar value from the same stud.
10. This contract is separate to any contract between the mare owner and the veterinary practice or breeding facility managing the mare's breeding program (including MVS EquiBreed).
11. I agree that if the above-named mare fails to conceive that I will not hold EquiBreed ART or the stallion stud responsible, and I agree to pay all fees incurred for services provided by EquiBreed ART.
12. This contract is non-transferable without the written authorisation from EquiBreed ART.
13. Neither the stallion stud nor EquiBreed ART makes any representation regarding the mare or stallion's fertility.
14. All invoices will be payable within 7 days of invoice or prior to semen dispatch.
15. A veterinary certificate must be provided to EquiBreed ART certifying the inseminated mare is not in foal within 14 days of the pregnancy examination if this examination was not performed at MVS EquiBreed.
16. All pregnant mares will require a veterinary examination at 15, 30 and 45 days of gestation. If these examinations are not performed or a veterinary certificate not provided, then rights to a "free return" will be waived.
17. Release of semen to another breeding facility (not MVS EquiBreed) for insemination requires this contract to be accepted by completion of the contract and will incur the full payment of the service fee + freight prior to its release.
    a. Up to two doses of semen shall be released at any one time and only 1 pregnancy is allowed per contract for semen dispatched.
    b. The mare owner will be responsible for any semen dispatch, storage and freight charges incurred by EquiBreed ART or your chosen breeding facility.
    c. **Any unused semen must be returned to EquiBreed ART within 6 weeks of dispatch from EquiBreed ART at the cost of the mare owner.**
    d. If any semen is used contrary to the conditions of the contract or if more than one foal is produced per insemination or ICSI dose of semen, then the mare owner will be liable for the value of the additional service fees incurred.
18. **Only one pregnancy is allowed per mare contract.**
19. The mare owner and their chosen breeding facility are responsible for reporting to EquiBreed ART all confirmed pregnancies obtained using this semen.
20. **EquiBreed ART terms and conditions apply to this contract. These are available from our office or on the website** http://www.equibreedart.com
21. Any changes to this agreement must be agreed upon by both parties in writing or by email to embryos@equibreedart.com. This contract supersedes any previous verbal or other discussions that involve use of frozen semen for this breeding program.
22. In the event of any dispute between the parties in relation to these Terms of Trade (but excluding a

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dispute relating to payment of monies due) the parties will first seek to resolve such dispute by promptly giving notice to the other party and will co-operatively endeavor to resolve the dispute. If the dispute remains unresolved the parties will first seek a resolution using mediation or other informal method of resolution before pursuing arbitration or resolution through the Courts.

23. Payment for the booking/service fee for your mare confirms acceptance of the terms and conditions of this contract.

Free Return Conditions

24. **FREE RETURN:** In the event of the mare losing the pregnancy after 45 days of gestation or the foal dying within 24h of birth, a free return will be offered from the same stallion or one of equivalent value.

    a. The free return is only made available to mares less than 15yo or with a uterine biopsy score of Grade I or IIA, at the time of the repeat / replacement breeding.

    b. The free return is only made available for contracts that have paid the full-service fee.

    c. **The free return is only made available to mares that are managed and inseminated by a registered veterinarian.**

    d. This free return will only be made available upon receipt of a veterinary certificate which states that the mare has aborted, or the foal died within 24h of birth. This veterinary certificate needs to be sent to EquiBreed ART within 14 days of the time of diagnosis of the pregnancy loss or the death of the foal.

    e. This free return will not be made available to mares that die, abort twins, have been seriously injured, are considered sub fertile, have a uterine biopsy score poorer than Grade IIA, or considered to be in poor health or condition as described in a veterinary certificate.

    f. This free return will not be made available to mares that have foals with abnormalities, congenital or otherwise.

    g. If the free return clause is used and involves a swap to a stallion of higher value than the original stallion, then the difference in the pregnancy fee will need to be paid up front.

    h. The free return will provide up to 2 doses of semen for the one mare, or a pregnancy is achieved, whichever happens first.

    i. The free return is only valid for 12months after the date of this contract and must be used by 31st March 2028

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Table 1. Summary of payment options

Insemination clinic	Booking fee up front	Freight	Service fee up front	Service fee upon pregnancy
AI at MVS EquiBreed	✓	X	X	✓ minus the booking fee
AI at another breeding facility	X	✓	✓	X

2026/27 Freight costs including tank return

Subject to change without notice

North Island $220 inc GST
South Island $555 inc GST

We are happy to share shipping to save shipping costs!

Great Value Stallions with NO booking Fees

Stallion	$NZD (excl GST)
Classe	$1000
French Buffet	$1000
Hold up Premier	$1000
Orame	$1000

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VDL price list New Zealand 2026/27	
Stallion	**$NZD (excl GST)**
Arezzo	$3400
Bacardi (ICSI only)	$3900
Baltic 'Preferred'(ICSI only)	$5400
Boston	$2600
Bubalu 'Elite'(ICSI only)	$2800
Cardento (ICSI only)	$4400
Carrera	$3900
Chatinue	$3400
Chicago Blue	$2000
Chopano VA (ICSI only)	$2200
Cohinoor	$2400
Comthago	$3900
Corland 'Approved & Elite'	$2900
Dakar	$2400
Dallas	$2900
Douglas	$2900
Emilion 'Preferred' (ICSI only)	$2900
Etoulon 'Approved'(ICSI only)	$3400
Everglade	$2400
Falaise de Muze	$2800
For Friendship	$2400
For Treasure	$2200
Glasgow van 't Merelsnest	$3400
Grand Slam 'Approved'	$3900
Hardrock Z	$4400
Harley 'Preferred'	$4000
Hennessy (DRESSAGE)	$2900
Impressive	$2400
Indoctro 'Preferred'	$3400
Jardonnay	$2200
Johnnie Walker	$2200
Kallmar	$2400
Landino	$2400
Liamant W	$2400
Mindset ES	$3400
New Pleasure	$2400
Nightlife	$2400
Pommerol de Muze	$2400
Quasimodo van de Molendreef 'Elite'	$2900
Sambucci de Muze	$2400
Stargos	$2900
Unedo van de Vondel	$2200
Zapatero VDL	$2600
Zavall	$2400
Zenon (DRESSAGE)	$2400
Zirocco Blue 'Preferred'	$5400

*Most popular stallions in NZ highlighted in yellow