

Terms and Conditions

EU Insemination Station of Gestüt Peterhof



General information

Every breeder who makes use of the services of the insemination station according to EU guidelines recognises the following conditions as well as the mating and insemination conditions of the respective breeding association.

The stud fees include VAT and are to be paid before shipment.

Order

Please send your semen orders in time to GenTrans Pferdebesamung Mühlen GmbH, Münsterlandstraße 42, 49439 Mühlen, Germany, Tel. +49 (0) 5492 3023, Fax +49 (0) 5492 98743, E-Mail labor@gentrans.de with the following information:

- Desired stallion
- Name and full address of the owner of the mare and the membership number at responsible breeding association
- Complete information about the mare (name, registration number, copy of the pedigree). The delivered semen may only be used for the registered mare.
- Shipping address (with description of storage location)

Shipment/Delivery

Shipment is carried out by courier service and is invoiced separately to the breeders by GenTrans Pferdebesamung Mühlen GmbH. The transport risk of the Frozen semen is transferred to the breeder from the time of dispatch by GenTrans Pferdebesamung Mühlen GmbH, the same applies to collection. Transport complaints must be reported at the latest one day after receipt, otherwise the delivery will be invoiced.

The delivered containers, which are the property of GenTrans Pferdebesamung Mühlen GmbH, must be returned to GenTrans Pferdebesamung Mühlen GmbH within seven calendar days after receipt. Otherwise a fee of 25.00 Euro/day will be charged from the eighth calendar day onwards.

Should the container not be returned to GenTrans Pferdebesamung Mühlen GmbH or be damaged, the full amount will be charged to the mare owner.

If the breeder uses his own containers for transport/dispatch, neither the EU insemination station Gestüt Peterhof nor GenTrans Pferdebesamung Mühlen GmbH will assume any liability.

The proof of use enclosed with the delivery must be completed and signed by the veterinarian/insemination keeper and returned to GenTrans Pferdebesamung Mühlen GmbH immediately after insemination. The same applies to the straws.

Stud fee

Frozen semen is invoiced per mare and includes one insemination dose (4 straws). If a further insemination dose is requested due to non-pregnancy, a discount of 50 percent will be granted on the new stud fee then due. After that, a new stud fee is due instead of crediting or claiming a credit due to a non-pregnancy. The purchase of individual straws is not possible. One insemination dose is supplied per heat.

Before the Frozen semen is shipped, a usage agreement for the Frozen semen signed by the mare owner must be sent to GenTrans Pferdebesamung Mühlen GmbH, Münsterlandstraße 42, 49439 Mühlen, Tel. +49 (0) 5492 3023, Fax +49 (0) 5492 98743, E-Mail labor@gentrans.de. Otherwise the dispatch cannot take place.

The Frozen semen remains the property of the EU Insemination Station Gestüt Peterhof. Should it not be used, the Frozen semen must be returned to GenTrans Pferdebesamung Mühlen GmbH.

The use of the Frozen semen for mares which were not intended for this purpose or the transfer of the Frozen semen to third parties is prohibited. If the Frozen semen is used without permission, a contractual penalty will be imposed on the mare owner in addition to the costs for the Frozen semen and its shipping.

Insemination

Insemination of mares with Frozen semen from the stallions at the EU insemination station Gestüt Peterhof is possible on site at GenTrans Pferdebesamung Mühlen GmbH. There are no shipping costs.

Embryo transfer

In the case of embryo transfer, the corresponding stud fee is due per embryo grown. It is mandatory to document the embryo flushes. The flushing protocols (list of all flushes, even if no embryo was obtained and the indication of the recipient mares) must be submitted to us until 1.10. of the breeding season.

Special regulations

There is no entitlement to subsequent insemination with fresh semen.

For legal reasons, Frozen semen for insemination within the Federal Republic of Germany can only be delivered to recognised equine insemination centres or animal clinics.

A live foal guarantee is not given.

Frozen semen is only intended for use in conventional artificial insemination or for embryo transfer. The use of Frozen sperm for Intracytoplasmic Sperm Injection (ICSI) or other advanced reproductive techniques is only permitted after prior consultation.

Special conditions

Mares that were not in foal in the year of covering, did not take up or resorb in the following year are not entitled to a reduction in stud fees.

Notice of defect

Entrepreneurs must notify GenTrans Pferdebesamung Mühlen GmbH of obvious defects of the delivered Frozen semen immediately upon receipt of the goods, otherwise they are excluded from the warranty claim. To meet the deadline it is sufficient to send the notice of defects or notification in due time. For merchants § 377 HGB applies.

Retention of property

For consumers, the EU Insemination Station Gestüt Peterhof reserves the right of ownership of the goods until the purchase price has been paid in full. For entrepreneurs, the EU Insemination Station Gestüt Peterhof reserves the right of ownership of the goods until the complete payment of all claims from an ongoing business relationship.

Additional agreements

Special agreements are only valid between the insemination station and the customer if they are fixed in writing.

Place of performance and jurisdiction

Place of performance is the domicile of the stallion owner. For all present and future claims arising from the Terms and Conditions, the exclusive place of jurisdiction is the domicile of the stallion owner, provided the breeder is a registered trader.

Perl-Borg, January 2024