

General Terms and Conditions of VOST eG for Semen Deliveries, Inseminations and Embryo Transfers

1. General provisions

- 1.1. Offers and sales of semen and embryos as well as services relating to insemination and embryo transfer provided by VOST eG are made exclusively on the basis of these Terms and Conditions. These Terms and Conditions shall therefore also apply to all future business relationships between VOST eG and its Customers in the version applicable at the time the respective contract is concluded, even if they are not expressly agreed upon again. The currently applicable General Terms and Conditions can be viewed at any time on the website of www.vost.de. They shall be deemed to have been accepted at the latest upon receipt of semen, embryos or services or services provided by employees of VOST eG. Counter-confirmations by Customers with reference to their own terms and conditions of business or purchase are hereby rejected.
- 1.2. These Terms and Conditions apply between VOST eG, its members and other customers, hereinafter referred to as 'Customers'.
- 1.3. Any deviating agreements entered into between VOST eG and the Customers of semen purchases, embryo purchases or services in this field require written confirmation. Employees of VOST eG are not authorised to make oral side agreements or give oral assurances that go beyond the content of the written confirmation.
- 1.4. For both parties, the place of jurisdiction and place of performance for all claims arising from legal transactions with merchants is the registered office of VOST eG in Aurich.
- 1.5. VOST eG does not participate in dispute resolution proceedings before a consumer arbitration board and is not obliged to do so.

2. Contractual relationship

- 2.1. The placement of an order relates to the provision of the semen **and** the performance of the insemination, unless **only** the delivery of semen has been expressly agreed; in the case of insemination and embryo transfer, the sole obligation owed is the transfer into the recipient animal.
- 2.2. By placing the order, the Customer also declares that the animal to be inseminated or registered for embryo transfer (hereinafter referred to as 'ET') is their property or that the Customer is authorised to make decisions regarding the animal, and that it is on heat for insemination.
- 2.3. In addition, with regard to the respective order and any future follow-up orders, the Customer undertakes to:

- present only healthy animals for insemination and ET (ET donor animals or ET recipient animals)
- keep animals to be inseminated or ET cattle tied up at a location accessible by car
- provide an assistant on request
- ensure that animals to be inseminated have unmistakable proof of identity (ear tag)
- verify, based on the packaging, that the requested semen is used and that the corresponding insemination records are correctly completed, whereby liability for semen mix-ups is excluded in this respect
- retain insemination records for the statutory period and make them available for inspection by employees of VOST eG upon request.

2.3.1. Obligation to give notice of defects:

The Customer shall inspect the delivered semen immediately upon delivery, based on the labelling on the packaging, for conformity with the order and for the accuracy of the corresponding insemination record, and shall immediately notify any apparent deviations. If a deviation of the semen from the order/contract is not notified before the insemination process has begun, the delivered and used semen shall be deemed approved.

- 2.4. Insemination by the veterinarian or animal breeding technician appointed by VOST eG shall be deemed agreed for the order and any subsequent orders during the current financial year. The Customer shall permit performance by the above-mentioned persons.
- 2.5. Insemination shall take place on the day the Customer registers the animal, unless specific deadlines have been expressly agreed. Deadlines for placing orders and performance shall be announced at the beginning of the insemination season. VOST eG may designate insemination-free days and insemination breaks, which are announced at the beginning of the insemination season.
- 2.6. Unless expressly agreed otherwise, an order does not relate to the transfer or provision of a semen dose from a specific bull. If semen from a particular bull requested by the Customer cannot be provided, VOST eG is authorised to provide or transfer semen from another bull in the same price category.
- 2.7. If the Customer fails to fulfil their obligations to cooperate as set out in Section 2.3 on the announced and/or agreed delivery and insemination date, notification by VOST eG of such failure to meet the requirements of Section 2.3 shall constitute a warning regarding this breach of duty. If the Customer also fails to fulfil their obligations to cooperate on a second announced and/or agreed delivery and insemination date, VOST eG shall be entitled to withdraw from the contract and thus refuse further performance of the contract, without the need to set an additional grace period beyond the announcement or agreement of the second delivery and insemination date. In such cases, the Customer shall in particular be liable to reimburse VOST eG for any futile expenses incurred.

- 2.8. VOST eG shall not be obliged to carry out delivery and/or insemination if force majeure, official measures, other external circumstances, circumstances beyond the control of VOST eG, or circumstances within the Purchaser's sphere impede the delivery and/or insemination in such a way that delivery and/or insemination would not be possible without special precautions and compensatory measures and without risk of damage to the semen delivered or used.

In such cases, VOST eG shall be prevented from performing for as long as such impediments persist.

The Customer shall bear any additional costs incurred by VOST eG as a result of the resulting delay in performance.

- 2.9. VOST eG shall carry out ET in accordance with the current state of science and the applicable legal provisions; no guarantee of success is given with respect to ET.

3. Third-party procurement of semen and embryos

- 3.1. The Customer shall inspect the order confirmation from VOST eG for accuracy immediately upon receipt and shall notify any deviations from the requested order without delay. If the Customer fails to do so, the contents of the order confirmation shall be deemed agreed.
- 3.2. VOST eG shall endeavour to perform its contractual obligations in accordance with the respective purchase or import possibilities, without, however, being able to guarantee delivery. The obligations of VOST eG are limited by the actual and legal purchase and import possibilities at the time of the order. In particular, VOST eG is under no obligation to procure third-party goods abroad.
- 3.3. The member shall be obliged to accept delivery of the semen doses and embryos ordered. Handover of the goods from the semen supplier to VOST eG takes place immediately after delivery to VOST eG, after which the goods shall be invoiced. The ordered semen doses and embryos shall be invoiced to the Customer upon delivery to the cooperative. Ancillary costs relating to the procurement of semen from other centres or companies and to making the semen fit for use (insemination permits, herd book registration, transport, etc.) shall also be borne by the Customer.

If dispatch or handover is delayed at the request of, or due to the fault of, the client, VOST eG shall store the goods at the client's expense and risk. In this case, the transfer of risk takes place when the Customer informs VOST eG that they cannot and/or does not wish to accept delivery on the announced delivery date.

- 3.4 Semen deliveries made directly to the member by third-party suppliers must be evidenced by a signed VOST eG order form. Semen doses not obtained through VOST eG are subject to a fee charged by VOST eG to the member in order to cover the costs of data qualification and pedigree registration.
- 3.5 In order to ensure proper data collection and processing, a member who does not have procured third-party semen inseminated by VOST eG shall be obliged to report the insemination-relevant data to VOST eG without delay.

4 Agreement on characteristics

- 4.1 VOST eG guarantees the identity of the self-produced semen from the respective bulls and the self-produced embryos from the respective parent animals stated on the respective delivery note.
- 4.2 Unless the Customer has made an express agreement to the contrary, which must be confirmed in writing by VOST eG, VOST eG shall be entitled to deliver the semen of a bull of a corresponding price category or an embryo of a price category corresponding to the order at its discretion. In this respect too, VOST eG guarantees only the delivery of the semen or embryo specified on the delivery note.
- 4.3 The information in the catalogue is based on the current state of knowledge and experience of VOST eG and does not purport to be scientifically accurate.
- 4.4 Information on breeding values and performance data is based on the principles applied by state-recognised performance testing and state-recognised calculation agencies commissioned with the breeding value estimation, which VOST eG merely passes on, but for the accuracy of which it assumes no liability.
- 4.5 Information on health status and genetic diagnostic test results is based on test results from independent veterinarians and independent or recognised testing laboratories. VOST eG merely passes on this information without assuming liability for its accuracy.
- 4.6 VOST eG does not guarantee the breeding success or fertilisation success of the semen and embryos used. The risk of success remains exclusively with the Customer.
- 4.7 For all purchases of semen and embryos, VOST eG assumes that the pedigree documents and quality information provided by the supplier are accurate. In particular, the breeding certificate and the blood type card or DNA microsatellite card as well as the accompanying veterinary certificates and other test results shall be deemed sufficient supporting documentation. VOST eG does not guarantee the accuracy of this information, as it is unable to verify it.

- 4.8 VOST eG assumes no warranty for third-party semen ordered directly from the supplier by the Customer and procured through VOST eG. This applies in particular to pedigrees and quality information.

5 Liability

- a) The Contractor shall be liable without limitation in accordance with the statutory provisions for injury to life, body or health resulting from a negligent or intentional breach of duty by the Contractor, its legal representatives or vicarious agents, as well as for damage covered by liability under the Product Liability Act, and for damage resulting from intentional or grossly negligent breaches of contract and fraudulent intent on the part of the Contractor, its legal representatives or vicarious agents. Such damage is expressly excluded from the limitations of liability set out in these General Terms and Conditions. Insofar as the Contractor has given a guarantee of characteristics and/or durability with regard to the goods or parts thereof, it shall also be liable within the scope of this guarantee. However, the Contractor shall be liable for damage arising from the absence of the guaranteed characteristics or durability, but not occurring directly to the goods themselves, only if the risk of such damage is clearly covered by the guarantee as to characteristics and durability.
- b) The Contractor shall also be liable for damage caused by ordinary negligence, insofar as this negligence concerns the breach of such contractual obligations, the fulfilment of which is essential to achieving the purpose of the contract. The same shall apply where the client is entitled to damage compensation in lieu of performance. However, the client shall only be liable insofar as the damage is typically associated with the contract and foreseeable.
- c) Any further liability of the Contractor in connection with the sale of goods is excluded, regardless of the legal nature of the claim asserted; this also applies in particular to tort claims or claims for reimbursement of futile expenses in lieu of performance. Insofar as the Contractor's liability is excluded or limited, this shall also apply to the personal liability of its employees, workers, staff, representatives or vicarious agents.

6 Retention of title

The ordered semen and embryos shall remain the property of VOST eG until full payment of the price of the goods supplied and of all fees and claims that VOST eG has or acquires in the future arising from the business relationship with the Customer, provided they have not yet been used.

7 Payment

- 7.1 The Executive Board of VOST eG shall determine the prices and fees for all deliveries and services. These prices and fees are published in the cooperative's publications.

- 7.2 Unless otherwise agreed, payment shall be made without any deduction immediately after receipt of the invoice, and no later than 10 days thereafter.
- 7.3 The cooperative is authorised to collect the prices and fees due by SEPA direct debit, unless the member expressly objects. The member is obliged to grant VOST eG a SEPA direct debit authorisation. This applies in particular to the collection of payment for procured semen from third parties. In the event of payment under the SEPA Core Direct Debit Scheme or Business-to-Business Direct Debit Scheme, VOST eG shall notify the contractual partner of a one-off SEPA direct debit and of each recurring SEPA direct debit with varying amounts no later than one working day before the direct debit is collected. In the case of an initial recurring SEPA direct debit with fixed amounts, the cooperative shall notify the contractual partner no later than one working day before the first direct debit of the first direct debit collection and subsequent collections.
- 7.4 Payment by cheque is only permissible if expressly agreed. If payment is made by cheque, payment shall be deemed made only upon irrevocable credit to the account of VOST eG.
- 7.5 If the Customer fails to make payment within the payment period of 10 days, VOST eG shall be entitled to charge default interest of 9% above the respective discount rate of the ECB in accordance with Section 288 (2) of the German Civil Code [BGB]. Furthermore, VOST eG shall be entitled to charge a reminder fee of 5.00 euros per reminder sent.
- 7.6 If and to the extent that the Customer is in default of payment, VOST eG shall be entitled to make further performance dependent on advance payment.

8 Data protection and severability clause

- 8.1 VOST eG is authorised to store data received in accordance with the EU General Data Protection Regulation [GDPR] and the Federal Data Protection Act [BDSG] and to process or use it for operational purposes in accordance with the statutory provisions.
- 8.2 Should a provision in these Terms and Conditions or a provision within the framework of other agreements based on these Terms and Conditions with members or Customers of VOST eG be or become invalid, this shall not affect the validity of all other provisions and agreements. The invalid provisions shall be replaced by the statutory provisions.