

General Terms and Conditions KWPN (services)

PART A - GENERAL PROVISIONS

The general provisions of Part A of the General Terms and Conditions shall apply to all legal relationships with the KWPN, including (but not limited to) Agreements, as further specified in Article 2 of these General Terms and Conditions. In addition to the general provisions of part A, the specific provisions of these General Terms and Conditions shall apply depending on the type of Service provided by the KWPN and depending on whether a Distance Agreement with a Consumer is concerned. This concerns the following specific provisions:

Part B -	DNA test
Part C -	WFFS test
Part D -	Genomic Breeding Value (GBV) test
Part E -	Services at the KWPN Centre
Part F -	Aptitude test
Part G -	Training
Part H -	Sales Services
Part I -	Distance Agreement with a Consumer

In the event of a conflict or inconsistency between the general provisions of Part A and the specific provisions of another Part of the General Terms and Conditions, the specific provisions of the relevant Part shall prevail.

Article 1. Definitions

In these General Terms and Conditions, the terms set out below have the following meanings:

General Terms and Conditions:	these general terms and conditions.
Aptitude test:	an investigation into a Horse's natural aptitude for sports characteristics, such as (but not limited to) dressage, jumping, driving and/or behaviour. Examples of an aptitude test are the performance test, EPTM and IBOP.
Reliability GBV:	the degree of accuracy of the genomic breeding value (GBV), which can vary from 1 to 100 per cent.
Consumer:	the Client, being a natural person not acting in the course of a

profession or business.

- Services:** all the services to be provided by the KWPN under the Agreement, such as (but not limited to) the registration of Horses, (breeding) advice, the performance of DNA tests, the performance of an Aptitude test, WFFS test and/or GBV test, all this against payment of a Fee (where applicable).
- DNA test:** an examination of the inherited single-gene characteristics or the hereditary disposition of a Horse for a certain characteristic as well as an investigation of the pedigree of a Horse based on DNA material.
- Genomic breeding value (GBV):** the genomic value of a horse, based on a DNA test and other data and information known to the KWPN that may be relevant to determining the genomic breeding value, including, for example, sport results and data from a linear score, which value indicates the breeding potential of the horse for a particular (sport) characteristic. The GBV is expressed as a number relative to an average of a group of KWPN horses.
- Authorised representative:** the person authorised in writing by the Client to act on behalf of the Client in the context or for the benefit of the (performance of the) Agreement, including the transport and supervision of the Horse.
- GBV test:** the test performed by the KWPN under an Agreement, of the Genomic Breeding Value of a Horse.
- The KWPN:** the association with full legal capacity, Koninklijke Vereniging Warmbloed Paardenstamboek Nederland, with registered office in Utrecht and place of business at De Beek 109, 3852 PL Ermelo, whereby the KWPN is also deemed to include employees of the KWPN and persons who perform Services (or parts thereof) on its instructions.
- The KWPN Centre:** the centre of the KWPN at De Beek 109, 3852 PL Ermelo at which (inter alia) the Aptitude test, Training and Sales Services take place, as well as the National Equestrian Centre, and any other centre which the KWPN will or may use for its Services.
- Jury / Jury member:** the jury / a member of the jury employed with or engaged by the KWPN, including (but not limited to) KWPN inspectors and

members of the stallion inspection committee.

Member/Members:

(a) member(s) of the KWPN.

Membership:

membership of the KWPN, on the basis of which, in return for payment of a membership fee where applicable, a Member is entitled to the rights associated with membership of the KWPN, all this in accordance with the terms and conditions, articles of association and the regulations applicable to such membership as available on the Website and in MijnKWPN.

MijnKWPN:

a Member's personal account, accessible via the Website.

Test:

all the tests performed or to be performed by the KWPN under an Agreement, including but not limited to the Aptitude test, DNA test, WFFS test and GBV test.

Client:

the natural person, company or legal entity with whom the KWPN has concluded or intends to conclude an Agreement, including Members and non-Members and/or registered party(ies) of a Horse.

Agreement:

any Agreement (including the Distance Agreement) concluded between the KWPN and the Client, every amendment or supplement to such Agreement.

Distance Agreement:

an Agreement concluded between the KWPN and the Client, being a Consumer, which is concluded in the context of an organised system for the distance selling of (inter alia) services, whereby, up to and including the time at which the Agreement is concluded, exclusive or joint use is made of one or more techniques for distance communication, including a website.

Horse:

a male or female horse to which the Agreement relates.

Parties:

the KWPN and the Client jointly.

Reference Population:

a group of horses that serves as a reference point for DNA testing.

Training / Exercising:

the Service provided by the KWPN, consisting of the training of a Horse at the KWPN Centre by the KWPN.

Blood relation:	the relationship between the Horse to be tested / examined and the reference population, calculated on the basis of a minimum of 4 (four) and a maximum of all available generations of the Horse.
Fee:	the fee to be paid by the Member for the Service(s) provided under the Agreement as included in (inter alia) the Price List.
Sales Services:	the Service offered by the KWPN whereby the KWPN will provide support services for the sale of the Horse in addition to the Training of the Horse.
Website:	the website(s) of the KWPN, i.e. www.kwpn.nl as well as any (other) websites to be operated by the KWPN in the future.
Works:	all intellectual and industrial property rights to all material, know-how, data collections, results, data and databases arising from or related to the (performance of the) Services.
WFFS test:	an examination of a Horse to determine whether the Horse is a carrier of the WFFS gene based on DNA material from the Horse, the result of which indicates whether the Horse is a carrier or a non-carrier.

Article 2. Applicability

- 2.1. These General Terms and Conditions apply to any and all Agreements with the KWPN and/or legal relationships (with Members) in which the KWPN is involved. These General Terms and Conditions also apply to the provision of Services outsourced by the KWPN to third parties, unless agreed otherwise.
- 2.2. These General Terms and Conditions shall also apply to any further or subsequent Agreements between the KWPN and the Client. By entering into the Agreement, the Client is deemed to have agreed to these General Terms and Conditions.
- 2.3. The applicability of the Client's terms and conditions is explicitly rejected.
- 2.4. Deviations from these General Terms and Conditions are only valid if they have been explicitly agreed by the Parties in writing. In such a case, the explicitly agreed deviating provisions shall prevail.
- 2.5. If the KWPN deviates from these General Terms and Conditions in one or more Agreements with the Client, this shall not imply that this deviation also applies to earlier or subsequent Agreements between the KWPN and the Client.
- 2.6. Without prejudice to the provisions of Article 1 regarding the definition of KWPN, all the provisions of these General Terms and Conditions are also made on behalf of all those who work or have worked for or on behalf of the KWPN. They may rely directly on the provisions of these General Terms and Conditions as if they were the KWPN.
- 2.7. If the KWPN does not always demand strict compliance with these General Terms and

Conditions and/or the Agreement, this shall not be taken to mean that the provisions thereof are not applicable or that the KWPN loses its right to demand strict compliance with the provisions of these General Terms and Conditions and/or the Agreement in other cases.

- 2.8. If one or more provisions of these General Terms and Conditions should at any time be wholly or partly void or voided, the remaining provisions of these General Terms and Conditions shall remain in full force. In such a case, the Parties shall conduct consultations in order to agree on new provisions to replace the void or voided provisions which are in accordance with the intention of the Parties when they drew up the void or voided provision.
- 2.9. The KWPN is authorised to amend its General Terms and Conditions.

Article 3. Formation and content of Agreements

3.1. Agreements are formed:

- 3.1.1. when the Member applies for Services via the Website and/or MijnKWPN and/or social media and/or by telephone, at the time and by means of the confirmation of the Agreement by the KWPN by e-mail or in writing, or when the KWPN commences with the performance of the Services;
- 3.1.2. when a registration form or other document is signed by the Member and the KWPN for the purpose of entering into an Agreement.

- 3.2. Agreements can be made between the KWPN and Members as well as Clients who are not members of the KWPN on the understanding that certain Services are only offered to Members, all this as further specified in the list of fees.
- 3.3. The KWPN is at all times authorised not to enter into an Agreement with a Client or not to provide a specific Service to a Client, also if the Client fails to meet the conditions set by the KWPN and/or if a Client fails to fulfil the obligations incumbent on him/her, for example (but not limited to) the obligations arising from Membership.
- 3.4. The content of the Agreement is determined by the content of the individual Agreement, these General Terms and Conditions and the applicable regulations and protocols. If a reference to a regulation or protocol or similar document is included in these General Terms and Conditions or elsewhere, then (if the KWPN amends such regulations or protocol) such (new) regulations or protocol shall apply which, by nature and definition corresponds to the type of Service provided. In the event of any conflict between a provision of a regulation or protocol and a provision of the General Terms and Conditions, the provision of these General Terms and Conditions shall prevail.

Article 4. Performance of the Agreement and Services

- 4.1. The KWPN is only bound by a best-efforts obligation in its performance of the Agreement and the Services. The nature of the Agreement and the KWPN's obligations arising from it mean that the Agreement never implies an obligation to achieve a certain result.
- 4.2. The KWPN shall fulfil its obligations under the Agreement and the Services arising from it with the due care and expertise that can be expected from a reasonable and competent contractor. The above to be assessed according to the nature of the obligations or Services concerned.
- 4.3. By entering into the Agreement, the Client acknowledges that the outcome or result of the Services relating to the potential of the Horse depends to a large extent on such matters as the natural disposition and health of the Horse and that the assessment exclusively takes place on

the basis of regulations and protocols drawn up by the KWPN.

- 4.4. The KWPN is authorised to engage third parties for the performance of (part of) the Agreement, including the Services, and to have (part of) the Agreement performed by third parties. The Client is aware of the foregoing and, by entering into the Agreement, explicitly agrees to this. These third parties may also rely on the provisions of these General Terms and Conditions.
- 4.5. By entering into the Agreement, the Client acknowledges and agrees that the Services relating to the provision of (breeding) advice or, where Services are concerned in the context of which the KWPN gives an assessment of (inter alia) the ability of a Horse, only constitute an estimate and never provide any guarantee, since such advice and assessments are by nature uncertain and (largely) depend on the future and not predeterminable factors. The Client may never derive any right from not (fully) achieving a certain (desired) result and/or from a situation that deviates from an advice or assessment.
- 4.6. The Client is aware that in the performance of (certain) Services, the KWPN is bound by guidelines and instructions from the RVO (Netherlands Enterprise Agency). The KWPN is authorised to amend the content of the Agreements and the Services or to make changes to the performance of the Agreement if these result from and/or are connected with (changed) instructions from the RVO.
- 4.7. If the KWPN processes personal data in connection with the Agreement (and its performance), the provisions of the privacy policy shall apply, the most recent version of which is available on the Website.

Article 5. Obligation to provide information and (other) obligations of the Client

- 5.1. The Client is required to provide the KWPN with all the data and documents which KWPN believes it needs for performance of the Agreement, as well as data and information of which the Client reasonably knew or should have known that the KWPN needs it for the correct performance of the Agreement and/or Services, in good time and in the desired form and manner.
- 5.2. The Client guarantees to the KWPN the accuracy, completeness, reliability and lawfulness of the information and documents made available to the KWPN, unless the nature of the Agreement dictates otherwise. The above also applies if these are provided via third parties or originate from third parties.
- 5.3. Without prejudice to the other provisions of these General Terms and Conditions, the Client shall immediately inform the KWPN of any facts and circumstances which may be important in connection with the (correct) performance of the Agreement and/or the Services, including (but not limited to) facts and circumstances relating to the health of the Horse.
- 5.4. The KWPN is authorised to suspend performance of the Agreement, including the Services, until the time when the Client has complied with the provisions of this article, without being obliged to pay any compensation or damages to the Client. If the Client, despite a written demand thereto in which he is given a reasonable period of time to fulfil his obligations, remains unwilling to fulfil his obligations, the KWPN will be authorised to terminate the Agreement in whole or in part.
- 5.5. Any additional costs resulting from the delay in the performance of the Agreement and/or Services caused by the fact that the required data and documents were not provided in good

time or not properly by or on behalf of Client shall be for the account of the Client.

- 5.6. If the Client has not complied with the provisions of this article, as a result of which KWPN has not been able to perform the Agreement and/or Services in a correct or complete manner, this shall never constitute a shortcoming on the part of KWPN. Where applicable, the KWPN shall also not be liable in respect of the Client for any damage suffered or to be suffered as a result of the Client's non-compliance with the provisions of this article.
- 5.7. The Client shall take out adequate insurance to cover third-party liability for any damage caused by the Horse for which the Client is liable by law. If the Agreement (also) relates to Services whereby the Horse is (partly) stabled at the KWPN Centre, this third-party liability insurance must fully cover the risk of ownership of the Horse and having it ridden or driven by third parties. The Client shall immediately provide a copy of the policy schedule of the insurance concerned when the KWPN requests it.

Article 6. Prices and payment

- 6.1. Unless stated otherwise, all prices are in Euros, excluding VAT.
- 6.2. The KWPN reserves the right to change prices and fees, including the Fees. If a price increase takes place within 3 (three) months after the conclusion of the Agreement, the Client, if he/she is a Consumer, has the right to terminate the Agreement.
- 6.3. Payment of the Fee by the Client shall be made by means of a direct debit authorisation or, if approved in advance by the KWPN, by transfer into a bank account to be designated by KWPN, without any deduction or set-off.
- 6.4. Unless agreed otherwise, the Fee shall be paid by the Client prior to the performance of the Service within the stipulated payment term without any discount or set-off.
- 6.5. The KWPN is authorised to pass on any statutory changes in the VAT rate to the Client.
- 6.6. When entering into Agreements, the KWPN assumes that it will be able to fulfil its obligations arising from the Agreement under normal and customary conditions. In the event that special circumstances arise as a result of which the KWPN incurs additional costs, the KWPN shall inform the Client thereof and will be authorised to charge the additional costs to the Client insofar as these special circumstances can be attributed to the Client.
- 6.7. Without prejudice to the other provisions of these General Terms and Conditions, the Client shall never be entitled to suspend his obligations to KWPN and/or to offset them against a claim of his own on the KWPN. Objections regarding the amount of an invoice or regarding the Services provided shall never entitle the Client to suspend or offset payment.
- 6.8. All judicial and extrajudicial costs which the KWPN must incur to enforce its rights shall be for the account of the Client. The extrajudicial costs shall, notwithstanding the legal regulations in this regard, be determined at 15% of the amount involved, with a minimum of €250.00 excluding VAT. The Client shall also owe interest on the collection costs due. If the actual costs incurred are higher, these actual costs can be claimed by the KWPN.
- 6.9. Payments made by the Client shall first be deducted from the costs and interest owed (in that order) and subsequently deducted from principal sums and current interest, whereby older claims shall take precedence over newer claims. The KWPN may, without being in default as a result, refuse an offer for payment if the Client indicates an alternative sequence of settling debts. The KWPN may refuse full repayment of the principal sum if the accrued and current interest and collection costs are not also paid at the same time.

6.10. The provisions of Article 6, paragraphs 7, 8 and 9 shall not apply if the Client is a Consumer. If the Client is a Consumer and he fails to fulfil his payment obligation(s) in good time, he shall, after the KWPN has notified him of the late payment and KWPN has given the Client, who is a Consumer, an (additional) period of 14 (fourteen) days to fulfil his payment obligations, owe statutory interest on the amount still due after the failure to make payment within this 14-day period, and the KWPN will be authorised to charge any extrajudicial collection costs it has incurred. These collection costs shall amount to a maximum of: 15% on outstanding amounts up to € 2,500.00 and 10% on the subsequent € 2,500, as well as 5% on the subsequent € 5,000.00, with a minimum of € 40.00.

Article 7. Force Majeure

7.1. For the purpose of these General Terms and Conditions, the term force majeure as defined in Article 6:75 of the Dutch Civil Code shall be taken to mean, in addition to that which it is taken to mean by law and in case law: all external causes as well as the consequences thereof, foreseen or unforeseen, which are beyond the control of the KWPN, but which prevent the KWPN from fulfilling its obligations or which make this onerous to such an extent and/or disproportionately expensive for the KWPN that the KWPN cannot reasonably be expected to comply with the Agreement. This includes, but is not limited to:

- a. strikes at the company of the KWPN or of third parties involved in the performance of the Agreement;
- b. instructions, regulations or requests from a government agency and/or a local authority (explicitly including the RVO) and/or any natural person authorised to act on behalf of such authority;
- c. amended legislation and/or regulations as a result of which the KWPN is not or no longer able to fulfil its obligations or compliance has become impossible, (practically) onerous and/or disproportionately expensive;
- d. epidemics and pandemics and the ensuing (government) measures;
- e. outbreak of infectious diseases in animals/ horses;
- f. extreme weather conditions;
- g. the circumstance that the KWPN does not receive a performance from a third party it has engaged, or does not receive it in good time or properly, for reasons of force majeure on the part of this third party and this performance cannot be provided by a third party either.

7.2. The KWPN may suspend its obligations arising from the Agreement during the period in which the force majeure continues. If the force majeure situation continues for more than 3 (three) months, both the KWPN and the Client may terminate the Agreement in writing with immediate effect, without any right to compensation for damage on the part of the Client. In that case, the Client shall owe a pro rata payment for the Services already performed.

Article 8. Complaints (procedure) and remedy of possible deficiencies

8.1. Any Complaints of the Client regarding the manner in which the KWPN fulfils its obligations under the Agreement must be reported by the Client in writing immediately after they have been established, giving a proper description of the complaint and (if and insofar as possible) substantiating it. The complaints procedure is governed by the KWPN Complaints Regulations,

as available on the Website. If the Client is a Consumer, the statutory time limit for lodging a complaint of Article 6:89 DCC applies.

- 8.2. In the event of a complaint, the KWPN will assess the complaint and, if the KWPN finds the complaint well-founded, it will handle the complaint in accordance with the provisions of these General Terms and Conditions and the applicable regulations. The handling of a complaint does not suspend the Client's payment obligation.
- 8.3. If the KWPN considers a complaint well-founded and/or if it is established in law or otherwise that the KWPN has failed to fulfil an obligation incumbent on it in connection with the Agreement with regard to the Client, the KWPN shall remedy this or comply with it if remedy or compliance is still possible and can reasonably be required from it. The Client shall give the KWPN a reasonable period in which to remedy its failure or to comply. If a complaint is (declared) well-founded, the Client will not be entitled to dissolve or terminate the Agreement. If the Client is a Consumer, the right to termination shall not be excluded or restricted.
- 8.4. Any complaints about the conduct of (officers of) the KWPN are governed by the KWPN Complaints Regulations as available on the Website.

Article 9. Liability of the KWPN

- 9.1. If it is established in law or otherwise that the KWPN may be liable to the Client for damage suffered in connection with the Agreement or on account of a wrongful act or for any other reason, such liability, including any possible payment obligation under Article 6:230 Dutch Civil Code and/or Article 6:271 Dutch Civil Code, shall at all times be limited in its entirety to that which is stipulated in this provision:
 - a. The KWPN shall never be liable for any damage that has occurred because the KWPN relied on incorrect information provided by or on behalf of the Client with regard to the Horse and/or because the Client did not inform the KWPN of facts relating to the Horse that are of essential importance for proper performance of the Agreement and of which the Client knew or should have known that they were of essential importance and/or for any damage that has occurred as a result of the Client's own actions.
 - b. The KWPN shall never be liable for any loss of profit suffered by the Client, lost income, lost turnover, lost savings or for any damage excluded elsewhere in these General Terms and Conditions. The foregoing means that the KWPN is not liable for inter alia (but not exclusively) damage suffered by the Client as referred to in this Article 9.1(b) as a result of the (incorrect) result of a DNA test.
 - c. The KWPN shall never be liable for any damage caused by an act or omission on the part of the Client.
 - d. The KWPN's liability, including a possible obligation to pay by virtue of an obligation to undo, and a possible obligation to pay under Article 6:230 of the Dutch Civil Code, vis-à-vis the Client shall at all times be limited to the amount paid out by the KWPN's liability insurance in the case concerned.
 - e. Any liability of the KWPN to the Client shall at all times be limited to a maximum amount of € 10,000.00 (in words: ten thousand Euros).
- 9.2. The restrictions contained in this article shall not apply in the event of intent or wilful recklessness on the part of the KWPN and/or its managers.
- 9.3. If it is established, in accordance with the provisions of this article, that the KWPN is liable for

damage suffered by the Client, KWPN may request an independent third party to determine the amount of any damage. The Client shall, immediately at the request of the KWPN or the independent third party, make available to the KWPN or to the relevant third party all the information which the KWPN or the relevant third party requires for the determination of any damage, all this on pain of forfeiture of the Client's right of recovery.

- 9.4. The Client shall indemnify the KWPN against any claims by third parties related to damage suffered by third parties which occurred through the actions of the Client and/or the Horse during the Agreement or the performance of the Services. The provisions of this article shall not apply if the Client is a Consumer.
- 9.5. Any damage for which the KWPN can be held liable must be reported in writing to the KWPN as soon as possible, but in any case within 8 days of its occurrence, on pain of forfeiture of the right to compensation for such damage. This period shall not apply if the Client can demonstrate that the damage could not have been reported earlier due to a valid reason. If the Client is a Consumer, this period shall be extended to not later than 30 days after the time when the Consumer became aware of this damage, and the provisions of Article 9.6 shall not apply.
- 9.6. The right to compensation shall in any case lapse 12 months after the event from which the damage results and for which the KWPN is liable.

Article 10. Risk of injury to the Horse

- 10.1. Without prejudice to the provisions of Article 9 of the General Terms and Conditions, the following provisions apply in respect of any possible injury to the Horse.
- 10.2. By signing the Agreement, the Client declares that he is aware that horses (including the Horse) have their own energy, which can (suddenly) cause undesired behaviour that may lead to injury or damage to the Horse (among others).
- 10.3. By entering into the Agreement, the Client declares to the KWPN that he is aware of (i) the provisions of Article 10.2 of these General Terms and Conditions, as well as (ii) of the risks involved in grooming, teaching, training and testing (inexperienced) Horses.
- 10.4. Horses staying at the KWPN Centre, for example (but not limited to) to do the Aptitude test, stay there for the risk and account of the Client.
- 10.5. Without prejudice to the provisions of Article 9 of these General Terms and Conditions as well as those of this Article 10, if the Horse suffers any injury and/or wound, for example as a result of the Horse's own energy and/or behaviour during the Agreement or the performance of the Services, the KWPN shall not be liable to the Client for such damage to the Horse except in the event of an attributable failure on the part of the KWPN, involving intent or wilful recklessness on the part of the KWPN and/or its managers.
- 10.6. If a Horse is staying at the KWPN Centre, the KWPN shall inform the Client as soon as possible if the Horse sustains an injury or is seriously wounded.

Article 11. Intellectual property rights

- 11.1. All Works created, used or obtained in the context of the performance of the Agreement or the Tests shall belong exclusively to the KWPN unless explicitly agreed otherwise in writing. The Client shall only use these Works for the benefit of and in the context of the performance of the Agreement, such within the limits of the Agreement, and shall not reproduce, publish,

or make them available to third parties or use them in any other way, wholly or in part, without the prior explicit written consent of the KWPN.

- 11.2. If the KWPN is confronted with claims by third parties, whether or not on account of intellectual property rights of these third parties in connection with the Works, the Client shall indemnify the KWPN at the time when the Agreement is formed, against any and all claims by third parties in this respect, and shall reimburse the KWPN for any and all costs, damage, losses and claims incurred by the KWPN in connection with these claims, including the costs of legal assistance and any direct and indirect damage suffered.

Article 12. Applicable law and competent court

- 12.1. The legal relationship between the KWPN and the Client is exclusively governed by Dutch law, to the exclusion of the applicability of the Vienna Sales Convention.
- 12.2. If the Client is a Consumer, the Consumer shall also be entitled to the protection of mandatory provisions of the law of the country where the Consumer resides, unless an Agreement for Services is concerned whereby the Services are exclusively provided by the KWPN in the Netherlands. If the Client, being a Consumer, is (indeed) entitled to the protection of the law of the country where he/she has his/her residence and there is a conflict between a mandatory provision of the law of the Consumer's country and Dutch law, the mandatory provision shall prevail.
- 12.3. In the event of a dispute between the KWPN and the Client, the competent court in Arnhem shall have exclusive jurisdiction. In the event of a dispute between the KWPN and a Client, who is a Consumer, the court in the Client's country of residence shall also have jurisdiction or, if the Client (who is a Consumer) is a respondent, sole jurisdiction.

PART B -DNA TEST

If the Agreement and the Services provided under the Agreement (also) relate to DNA testing, the specific provisions included in this part B of the General Terms and Conditions shall apply in addition to the General Provisions.

Article 13. DNA test

- 13.1. The KWPN can perform a DNA test on the instruction of the Client. By means of the DNA test, a further investigation can be conducted for the benefit of (inter alia) the WFFS test (Part C) and the GBV test (Part D).
- 13.2. For the purpose of the DNA test, a DNA sample is collected from the Horse.
- 13.3. At the request of the Client, and if available, a DNA sample or genotype of the Horse concerned from the KWPN archives may be used. If a DNA sample from the Horse is not available and/or if the Horse's pedigree cannot be verified on the basis of a (supplied) DNA sample, a DNA sample will be taken by a KWPN officer.
- 13.4. The Client may submit a DNA sample to the KWPN for DNA testing himself, but only with the KWPN's prior consent. The KWPN is authorised to impose further requirements on (the obtaining of) the DNA sample. Without prejudice to the provisions of this article, a DNA sample must at all times satisfy the (quality) standards stipulated by the KWPN, all this at the sole discretion of the KWPN.
- 13.5. Without prejudice to the provisions of Article 4 of (Part A of) the General Terms and Conditions, the Client is aware of and agrees to the fact that the KWPN makes use of or can make use of third parties to perform (part of) the DNA tests. These third parties may rely on the provisions of these General Terms and Conditions in the same manner as the KWPN vis-à-vis the Client.
- 13.6. The Client is aware that the turnaround time of a DNA test depends (inter alia) on the delivery time of the material required for the DNA test and the capacity of the laboratory. The turnaround time may vary from a few weeks to several months. Any deadlines agreed upon shall never constitute firm deadlines.

Article 14. Quality assurance of the DNA test

- 14.1. The KWPN strives to maintain a high level of quality when performing DNA tests. This means for instance that the KWPN only engages expert laboratories for DNA testing.
- 14.2. The purpose of quality assurance is to determine whether the DNA samples and data collected comply with the quality requirements to a sufficient degree so as to be recognised.
- 14.3. The KWPN has the possibility to verify the pedigree (or to have it verified) in the context of quality assurance.
- 14.4. If the DNA sample collected from a Horse does not meet the quality requirements, a new DNA sample must be collected from the Horse. The costs involved shall be for the account of the Client.

Article 15. Rights with respect to DNA material and DNA test results

- 15.1. The DNA material and the DNA sample of the Horse, collected and kept for the purpose of the DNA test shall, as part of the agreements under the Agreement, become the property of the KWPN after it has been made available to the KWPN by means of a (physical) transfer by the Client to the KWPN.
- 15.2. In the context of the DNA test, the Client is only entitled to the results of the DNA test for which the test was requested and not to the genotype of the Horse (among others).
- 15.3. Without prejudice to the provisions set out above, and insofar as still required otherwise, the Client, by entering into the Agreement and accepting the General Terms and Conditions, explicitly and irrevocably grants the KWPN permission to include the data obtained from the DNA test in the database and to use it in accordance with the KWPN's objective under the articles of association, including (but not limited to) the use of the data concerned for breeding, journalistic, historical, statistical, information-technical and scientific purposes.
- 15.4. The Client is never entitled to any information and/or results and/or data (including genotypes) of horses as recorded in the KWPN databases, unless it concerns data recorded in public sources.

Article 16. DNA test for pedigree verification

- 16.1. The Client may, in the context of an Agreement, instruct the KWPN to verify the pedigree of a Horse. The provisions of Part B of the General Terms and Conditions shall apply to this test.
- 16.2. If, in the context of the Services, the KWPN registers a foal with the KWPN on instructions of the Client, the pedigree verification forms a mandatory part of this registration as set out in more detail in the applicable registration regulations.

PART C - WFFS TEST

If the Agreement and the Services performed under the Agreement (also) relate to the performance of a WFFS test, then, in addition to the General Provisions, the specific provisions included in Part B (DNA test) as well as the provisions of this Part C of the General Terms and Conditions shall apply.

Article 17. Objective and results of WFFS tests

- 17.1. The purpose of performing a WFFS test is to determine whether a Horse is a carrier of the WFFS gene on the basis of a DNA test on the basis of DNA material.
- 17.2. Without prejudice to the provisions of Article 4 of (Part A of) the General Terms and Conditions, the KWPN only has a best-efforts obligation with regard to the performance of the WFFS test. The KWPN shall make every effort to perform (or have performed) a careful test and to ensure that the information made available to the Client in the context of the WFFS test is as complete, correct and up-to-date as possible. To this end, the KWPN shall take measures that may reasonably be expected of it with regard to entering and processing data and checking the quality of data and databases.
- 17.3. The Client is aware of the fact that the result of the determination whether the Horse is a WFFS gene carrier based on a DNA test can have a different outcome than a possible assessment of the Client himself.
- 17.4. The Client is aware of the fact that the result of a WFFS test to determine whether the Horse is a WFFS gene carrier based on a DNA test can (only) be whether the Horse is a carrier or not.
- 17.5. The Client is aware that in exceptional situations in the context of a WFFS test, no (absolute) result can be obtained, for instance because the DNA sample is of insufficient quality. In such a case, it will be decided in consultation with the Client and depending on the cause, whether a new test will be performed. Depending on the cause, the KWPN may decide to refund some or all of the costs of the original WFFS test or not to charge any (additional) costs for the repeat test.

Article 18. Rights with regard to results / publication of WFFS test

- 18.1. The Client will receive, for his own use, the results of the determination of the WFFS gene carrier test on the basis of the DNA test of the individual Horse concerned.
- 18.2. The results and data obtained and recorded during the performance of WFFS test remain linked to the individual Horse. This data is managed by the KWPN and used for various breeding purposes, including the selection of horses.
- 18.3. It follows from the objectives of the KWPN that, for the purpose of and in relation to breeding, all the data of a Horse can be provided and published, unless stipulated otherwise.
- 18.4. The KWPN is authorised to publish the WFFS test results of its approved and recognised stallions to enable breeders to use this information when they choose a stallion. By entering into an Agreement, the Client explicitly grants the KWPN permission to do so.
- 18.5. Insofar as it relates to Horses registered with the KWPN, the result of the WFFS test shall be made available to the Client digitally in MijnKWPN. The data and results obtained on the basis of the WFFS test shall only be published after Client's written permission.
- 18.6. Publication of data and results as referred to in this article may take place via the Internet and/or in printed form.

PART D - GENOMIC BREEDING VALUE TEST

If the Agreement and the Services performed under the Agreement (also) relate to the performance of a Genomic Breeding Value test, then, in addition to the General Provisions, the specific provisions included in Part B (DNA test) as well as the provisions in this Part D of the General Terms and Conditions shall apply.

Article 19. Objective and procedure of a GBV test

- 19.1. In the context of the GBV test, the Genomic Breeding Value of a Horse is determined on the basis of a DNA sample from the Horse.
- 19.2. The purpose of a GBV test is to make a prediction, based on a DNA test, of the (breeding) potential of the Horse for certain characteristics, such as sport, breeding, and behaviour. Based on a GBV test, the Client receives a Genomic Breeding Value with the corresponding GBV reliability for the Horse. In the context of the percentage of GBV reliability, the reliability of Genomic breeding values between 30% (usable) to 80% (high) is normal and common for animal breeding, including horse breeding.
- 19.3. A pedigree verification is not a standard part of the Agreement that relates to the GBV test. If the Client (also) wishes to obtain a new pedigree verification, the Client must give the KWPN an additional instruction to that end.
- 19.4. The Genomic Breeding Value is determined on the basis of the DNA sample of a Horse.
- 19.5. The Client is aware and agrees that as a condition for the GBV investigation:
 - 19.5.1. a Horse must be sufficiently related to the Reference Population used by the KWPN;
 - 19.5.2. a Horse has been verified or must be able to be verified (as referred to in Article 13.3) based on data available with the KWPN if one or both of the Horse's parents already have a verified genotype that is known to the KWPN.
- 19.6. The turnaround time of a GBV test depends on the delivery time of the result of a DNA test and the capacity of the laboratory and the calculation time of the breeding values. The turnaround time may vary from a few weeks to several months.

Article 20. Results of a GBV test

- 20.1. Without prejudice to the provisions of Article 4 of (Part A of) the General Terms and Conditions, the KWPN only has a best-efforts obligation in regard to the performance of a Genomic breeding value test. The KWPN shall make every effort to perform (or have performed) a careful test and to ensure that the information made available to the Client in the context of the GBV test is as complete, correct and up-to-date as possible. To this end, the KWPN shall take measures that can reasonably be expected from it with regard to entering and processing data and checking the quality of data and databases.

- 20.2. The Client is aware of the fact that the Genomic Breeding Value of the Horse, determined in the context of a GBV test, can have a different outcome than the possible assessment of the Client itself.
- 20.3. The Client is also aware, and agrees, that:
- 20.3.1. a prediction of the potential of a Horse is partly dependent on uncertain, future factors and, given the nature of the test, may contain estimation errors, for which reason, in addition to the Genomic Breeding Value the Reliability GBV is provided to the Client;
 - 20.3.2. the value of the Horse may change as a result of the determination of the Genomic Breeding Value;
 - 20.3.3. the GBV is not a static value and may change due to changes in the population.
- 20.4. The Client is aware that the KWPN only provides a Genomic Breeding Value in combination with the (corresponding) Reliability, on the basis of which the Client can - or must - assess the potential of the Horse himself (or together with an (expert) third party engaged by him). The Client is therefore responsible for the interpretation of the GBV in combination with the Reliability.
- 20.5. Without prejudice to the provisions of Article 9 of (Part A of) the General Terms and Conditions, the KWPN shall never be liable to the Client for any decrease in the value of the Horse and/or any other damage ensuing from the result of the GBV test.
- 20.6. The Client is aware that in exceptional situations, the GBV test may not yield a usable result, for example (but not exclusively) because the DNA sample is of insufficient quality. In such a case, it will be decided in consultation with the Client and depending on the cause, whether a new test will be performed. Depending on the cause, the KWPN may decide to refund some or all of the costs of the original WFFS test or not to charge any (additional) costs for the repeat test.

Article 21. Rights with regard to results / publication of a GBV test

- 21.1. The Client will receive, for his own use the result of the GBV test based on a DNA test of the individual Horse concerned.
- 21.2. The results and data obtained and recorded during the performance of GBV test remain linked to the individual Horse. This data is managed by the KWPN and used for various breeding purposes, including breeding value estimate(s) and the selection of horses.
- 21.3. It follows from the objectives of the KWPN that, for the purpose of and in relation to breeding, all the data of a Horse can be provided and published, unless stipulated otherwise.
- 21.4. If the GBV test concerns an approved stallion, the KWPN is entitled to publish the results of GBV test to enable breeders to use this information when they choose a stallion. By entering into an Agreement, the Client explicitly grants the KWPN permission to do so.
- 21.5. If it concerns a Horse registered with the KWPN, the result of the GBV test can be viewed digitally by the Client in MijnKWPN and the data and the results obtained on the basis of the GBV test shall only be published after Client's written permission.
- 21.6. Publication of data and results as referred to in this article may take place via the Internet and/or in printed form.

PART E - SERVICES AT THE KWPN CENTRE

If the Agreement and the Services performed under the Agreement are performed (in part) at the KWPN Centre, then, in addition to the General Provisions, the specific provisions contained in this part E of the General Terms and Conditions shall apply, possibly (depending on the type of Services) together with the specific provisions of the parts below.

Article 22. Conditions for participation in Services and stay at the KWPN Centre

- 22.1. The Client is aware of and agrees to the fact that Horses participating in certain Services under the Agreement (including, but not limited to Training and the Aptitude test) must (continue to) meet the conditions specified in this article. If, in the opinion of the KWPN or an expert engaged by it, a Horse does not (fully) satisfy the conditions listed below, the KWPN is entitled to refuse admission of the Horse to the part concerned to which the Agreement relates and furthermore to suspend its obligations in this respect, without being liable to pay compensation to the Client. This concerns the following conditions and criteria:
- 22.1.1. Horses must be healthy and free of skin and fungal diseases from the time of arrival at the KWPN Centre and during their stay;
 - 22.1.2. Horses must be in a good condition when they arrive at the KWPN Centre, all this at the sole discretion of the KWPN or a veterinarian engaged by the KWPN;
 - 22.1.3. Horses must show normal and safe behaviour, such at the sole discretion of the KWPN;
 - 22.1.4. Horses must be well prepared, all this at the sole discretion of the KWPN or a veterinarian engaged by the KWPN;
 - 22.1.5. Horses must be vaccinated adequately against influenza and rhino pneumonia before arrival at the KWPN Centre;
 - 22.1.6. Horses must be free of illicit substances, in accordance with the "illegal substances" regulation;
 - 22.1.7. Horses must in all other respects (including but not limited to age and registration) comply with the applicable regulations of the KWPN.
- 22.2. Only Members can conclude an Agreement relating to Services at the KWPN Centre.
- 22.3. The KWPN may compel the Client to terminate the Services performed at the KWPN Centre prematurely, as well as decide to do so independently, for reasons including health or danger to persons and/or animals.

Article 23. Checking Horses in and out of the KWPN Centre

- 23.1. Upon commencement of Services whereby the Horse is (partially) staying at the KWPN Centre, a Horse will be inspected upon arrival at the KWPN Centre for visible external health by an expert to be appointed by the KWPN as well as for trainability, all of which is solely at the discretion of the KWPN Jury member and/or training leader and/or the KWPN veterinarian engaged by the KWPN. The observations of this inspection shall be recorded in writing and signed on behalf of the KWPN and by or on behalf of the Client.
- 23.2. The Client agrees, and authorizes the KWPN, to:
 - a. check the identity of the Horse or to have it checked, possibly by taking a DNA sample for the purpose of a pedigree verification;
 - b. take a DNA sample from the Horse for the purpose of checking for the use of illegal substances.
- 23.3. Upon arrival of the Horse, the passport must be presented to the KWPN and remain there during the Horse's stay at the KWPN Centre.
- 23.4. Horses are checked again by a veterinarian appointed by the KWPN prior to departure from the KWPN Centre. The observations are recorded in writing and signed on behalf of the KWPN and by or on behalf of the Client on a checkout form.
- 23.5. If a Horse leaves without the check-out form having been signed by or on behalf of the Client, the KWPN will cease to be liable in any way.
- 23.6. In the event of a dispute regarding the condition of a Horse after its departure from the KWPN Centre, the checkout form is regarded as binding between the Parties.
- 23.7. By entering into the Agreement and accepting these General Terms and Conditions, the Client declares to be aware of the provisions of this article, to have had sufficient time to read them and to agree to them.
- 23.8. Without prejudice to the other provisions of these General Conditions, if it appears that a Horse does not or no longer comply with the provisions of Article 22 and/or 23 at any time, the KWPN will be authorised - without being liable to pay compensation - at its discretion to: (i) suspend the performance of the Services or to (partially) terminate the Agreement, whereby the Client shall remain fully bound to pay the Fee.
- 23.9. Unless agreed otherwise by the Parties, the Client must have paid all amounts owed by him to the KWPN by the time the Horse is checked out.
- 23.10. The KWPN will be authorised, without being liable to pay any compensation, to exercise a right of retention in respect of the Horse if (and during the period that) the Client has not yet fully complied with the (payment) obligation incumbent upon it, including payment of the Fee and/or if the check-out form has not yet been signed by the Client or his representative.

Article 24. Care and veterinary supervision of the Horse

- 24.1. Where Services are concerned for the performance of which the Horse stays at the KWPN Centre during (part of) the performance, the following provisions shall apply with regard to the stay, care and veterinary supervision of the Horse.

- 24.2. Horses stay at/in a site, location and/or facility at the KWPN Centre to be designated by the KWPN.
- 24.3. Horses are fully cared for by employees of the KWPN.
- 24.4. If, at the sole discretion of the KWPN, this is necessary or expedient the KWPN may decide on behalf of the Client (to):
 - 24.4.1. have the Horse inspected by a veterinarian designated by the KWPN;
 - 24.4.2. perform a manure test on the Horse;
 - 24.4.3. check and treat the Horse's teeth;
 - 24.4.4. have the Horse assessed by a farrier and have the Horse (re-)trimmed/shod.
- 24.5. The costs of the tests and/or treatments referred to in the previous paragraph are for the account of the Client. By entering into the Agreement, the Client authorises the KWPN to perform the actions or treatments referred to in the previous paragraph on behalf of the Client on or for the Horse.
- 24.6. If, as a result of an examination as referred to in paragraph 4 of this article, it is concluded that treatment of the Horse is necessary, prior consultation with and consent of the Client will be sought, if possible. In the event of an urgent situation (for instance, but not limited to colic), prior consultation with and approval by the Client is not required. In case of an emergency and at the sole discretion of the KWPN or of a veterinarian engaged by the KWPN, the KWPN is authorised by the Client to apply the immediately necessary aid/treatment to the Horse as soon as possible and/or to transport the Horse or have it transported to a specialised clinic and to admit the Horse for the required medical care.

Article 25. Training of the Horse

- 25.1. During their stay at the KWPN Centre, Horses are trained, ridden and/or driven (insofar as applicable) by employees, riders, drivers/coachmen of or designated by the KWPN. In the context of the Services, the persons referred to above are considered to be the KWPN and in that capacity they may also rely on these General Terms and Conditions.
- 25.2. Horses may also be turned out and exercise in a horse walker on the instruction of (a person within) the KWPN.

Article 26. Communication during the stay of a Horse at the KWPN Centre

- 26.1. During the Services for which the Horse is staying at the KWPN Centre, as well as for (veterinary) treatment, the head groom is the Client's first point of contact.
- 26.2. The Client may follow the training of the Horse during his stay at the KWPN Centre on a daily basis, but only from the grandstand or an area designated by the KWPN to that end and at the times indicated by the KWPN.
- 26.3. For the purpose of guaranteeing independence, the Client is only permitted to be present in the stables or in direct contact with the Horse and/or other horses after making an appointment with a KWPN coordinator (or another person designated thereto by the KWPN) and under the supervision of a KWPN employee.

Article 27. Term of the Agreement

27.1. The Agreement is entered into for the duration of the Services, unless (i) agreed otherwise between the Parties or (ii) provided for otherwise in these General Terms and Conditions.

27.2. The Agreement shall end by operation of law without any notice of termination being required:

27.2.1. in the event of the death of the Horse;

27.2.2. in the event of Client's bankruptcy;

27.2.3. in the event that the Client is granted (provisional) suspension of payments;

27.2.4. in the event of a private settlement between the Client and creditors; and

27.2.5. in the event of the liquidation or cessation of the business of the Client and/or the KWPN.

27.3. The Agreement may be terminated (prematurely) by the Client in writing with immediate effect.

27.4. In the event of premature termination of the Agreement, regardless of the reason, the Client shall owe the KWPN a pro rata Fee, namely for the part/days of the Agreement on which the Services were performed. The Client shall in any case owe the KWPN the agreed Fee for the period during which the Horse stayed at the KWPN Centre.

PART F - APTITUDE TEST

If the Agreement and the Services arising from it are (partly) performed at the KWPN Centre, then, in addition to the General Provisions, the specific provisions contained in Part E (Services at the KWPN Centre) as well as the provisions of this Part F of the General Terms and Conditions shall apply.

Article 28. Purpose and duration of the Aptitude test

- 28.1. The aim of the Aptitude test is to assess and estimate (at a young age) the (natural) aptitude for breeding goal characteristics, such as (but not limited to) dressage, jumping, driving and behaviour.
- 28.2. The duration of the Aptitude test may vary and is determined on the basis of the applicable regulations.

Article 29. Assessment of the Horse during the Aptitude test

- 29.1. The Client is aware of and agrees to the fact that, in the context of the Aptitude test, Horses are assessed by a Jury Member of the KWPN according to the KWPN inspection standard and norms, in accordance with the selection regulations and the Stallion Inspection Decision or Mare Inspection Decision. The Jury may seek advice from third parties, including but not limited to a training supervisor and/or a veterinarian.
- 29.2. By entering into the Agreement regarding the Aptitude test, the Client declares to be aware of and to agree to the fact that the outcome of the Aptitude test is a Jury assessment, which inherently implies that (the talent of) the Horse may be assessed and/or estimated differently by the Jury than by the Client himself (beforehand), and that a Jury assessment may influence the value of the Horse positively or negatively and that the value of the Horse may change as a result. Without prejudice to the provisions of Article 9 of (Part A of) these General Terms and Conditions, the KWPN shall never be liable to the Client for any decrease in the value of the Horse and/or any other damage resulting from the Jury assessment.
- 29.3. If the Client is unable to agree with (the formation of) the Jury assessment in the context of the Aptitude test with regard to the Horse, the Client may appeal against this Jury assessment, all this in accordance with the provisions laid down in the applicable regulations.
- 29.4. The Client is aware of and agrees to the fact that during the course of the Aptitude test, data will be collected from the Horse, including for example data for a GBV assessment of the Horse and/or for monitoring the population of the Horse. This is subject to the provisions of Article 11 of these General Terms and Conditions.

PART G - TRAINING

In the event of an Agreement for the Training of a Horse, in addition to the General Provisions, the specific provisions contained in Part E (Services at the KWPN Centre) as well as the provisions of this Part G of the General Terms and Conditions shall apply.

Article 30. Training

- 30.1. If a Client enters into an Agreement with the KWPN regarding the Training of a Horse, the KWPN shall, in accordance with its best-efforts obligation, train the Horse on the instruction of the Client.
- 30.2. The agreements regarding the duration of the Training and the Fee are recorded on the (subscription) form. The duration of the Training shall be in accordance with the applicable regulations of the KWPN on the understanding that the duration of the Training is, in principle, 8 weeks and may be extended thereafter in consultation with Client.
- 30.3. Unless agreed otherwise, the Training Fee payable by the Client together with any additional costs (such as referred to in, inter alia, Article 24(4)) shall be paid by the Client to the KWPN prior to the commencement of the Training within the specified payment term and without any discount or set-off.
- 30.4. The Fee does not include the costs of hoof care, veterinary and dental treatment and medication. These costs are charged separately by the KWPN.
- 30.5. The Client is aware and agrees that the KWPN may refuse to admit Horses to the Training that the KWPN (or experts engaged by it) deems not healthy or not trainable. This may also apply to mares that are too far into their gestation period or who are hampered by this.
- 30.6. During the Training, Horses are trained, ridden and/or driven by employees/riders/drivers of, or designated by, the KWPN.
- 30.7. By entering into the Agreement, the Client declares that he is aware of the fact that the development of the Horse during the training may deviate from the Client's expectations prior to the start of the Training or prior to the signing of the Agreement. In such a case, the Client shall never be entitled to any compensation or refund.

PART H - SALES SERVICES

In the event of an Agreement relating to Sales Services, the specific provisions contained in Part E (Services at the KWPN Centre) as well as the provisions of this Part H of the General Terms and Conditions shall apply in addition to the General Terms and Conditions.

Article 31. Sales Services

- 31.1. The Sales Services Agreement comprises a Training Agreement as well as an Agreement on the basis of which the KWPN offers support services for the sale of the Horse to a third party, without the KWPN being or becoming a party to the purchase agreement (to be concluded). The provisions of Part G of these General Terms and Conditions apply to the Training of the Horse.
- 31.2. Only Members can enter into a Sales Services Agreement with the KWPN.
- 31.3. The Client shall owe the KWPN a Fee for the Sales Services, which consists of two components: a daily fee for the Training of the Horse and a commission fee for the support services for the formation of a Purchase Agreement:
- 31.3.1. a daily fee for the Training as included in the list of fees;
 - 31.3.2. a fee equal to 10% of the purchase price of the Horse (excluding VAT).
- 31.4. The fee referred to in paragraph 3 shall be owed by the Client irrespective of whether the purchase agreement was concluded via the KWPN Support Services or not. The amount due is solely dependent on the conclusion of a purchase agreement in respect of the Horse or the sale of the Horse. On the KWPN's request, the Client shall provide the KWPN immediately with a copy of the agreements relating to the purchase agreement (and the purchase price).

Article 32. Term of the Sales Services Agreement

- 32.1. In addition to the provisions of Article 27:
- a. the Sales Services Agreement shall end by operation of law without any notice of termination being required if (i) a purchase agreement is concluded between the Client and (a) third party (parties) or (ii) if the Client can no longer transfer the free and unencumbered ownership of the Horse.
 - b. the Sales Services Agreement may be cancelled by the Client and by the KWPN in writing or by e-mail with due observance of a notice period of 14 (fourteen) days. In the event of termination by the Client, Client shall owe a fee equal to the daily rate for Training (in accordance with the applicable list of fees) multiplied by the number of days on which the Horse was staying at the KWPN Centre, as compensation for the KWPN's Services and efforts.

- 32.2. Payment by the Client of the Fee for Sales Services must be made into a bank account specified by the KWPN without any discount or setoff. When the Horse leaves the KWPN Centre, costs incurred/ outstanding invoices, stabling fees and commission fees, if any, must be paid.

Article 33. Obligations of the Client and of the KWPN

- 33.1. During the term of the Sales Services Agreement, the Horse must stay at the KWPN Centre.
- 33.2. The KWPN will give (a) potential buyer(s) the opportunity to view the Horse offered for sale at a time agreed with the KWPN.
- 33.3. The KWPN determines the criteria to be met by a Horse to be sold, including health requirements. In this context, the KWPN (or an expert and/or inspector designated by the KWPN) will assess whether the Horse is eligible for the sales process. The KWPN is at all times authorised, without giving reasons and at any time during the process leading up to the decision, to refuse to admit a Horse to the sales process and therefore not to enter into a Sales Services Agreement. The KWPN shall never be bound, on any grounds whatsoever, to reimburse any costs and/or damage incurred by the Client in connection with (the run-up to, the period during and after) the sales process.
- 33.4. Without prejudice to the provisions of Article 22 and Article 33, paragraph 3, the Horse must meet or continue to meet the criteria and conditions set by the KWPN, including (but not limited to):
- 33.4.1. The Horse must have been found acceptable by a veterinarian (designated and/or approved by the KWPN) on the basis of a veterinary sport examination consisting of a clinical examination and an X-ray examination, which examinations must have taken place not more than 3 months prior to the delivery of the Horse for sale. An examination report in accordance with the KNMvD model (category 'Horse') of the veterinary examination must be provided. The content of these veterinary reports is binding for the KWPN and for the Client.
 - 33.4.2. The Horse must be found clinically acceptable on the day of delivery by an expert/inspector designated by the KWPN. If there is any reasonable doubt regarding the clinical health of the Horse, a veterinarian designated by the KWPN will be consulted. The costs of this shall be for the account of the Client.
 - 33.4.3. The Horse must be free of illegal substances as listed on the most recent Federation Equestre Internationale (FEI) website www.fei.org). The KWPN is authorised to take a DNA sample at any time during the sales process to investigate the presence of illegal substances. The regulations regarding "Unauthorised substances" shall also apply.
 - 33.4.4. The Client must guarantee that he can transfer the full, free and unencumbered ownership of the Horse to a purchaser.
- 33.5. If it emerges from veterinary examinations or otherwise at any time, at the sole discretion of the KWPN, that a Horse does not meet or no longer meets the criteria specified in Article 33, paragraphs 3 and 4, the KWPN will be authorised to terminate the Agreement and to charge the fee specified in Article 31, paragraph 3, whereupon the Client shall immediately take the Horse back at the request of the KWPN. All the costs incurred by the KWPN in connection with the provisions of Article 33, paragraphs 3 and 4 (as well as Article 22) shall be for the account of the Client. The Client shall also remain required to fulfil all the (payment) obligations vis-à-vis the KWPN in full.

Article 34. Liability and indemnity

- 34.1. The agreements between the Client and the buyer regarding the purchase and sale of the Horse shall apply only between these parties. The KWPN is never a party to this purchase

agreement, nor can it be held liable by one of the parties for any non-conformity or non-compliance with any other obligation arising from this purchase agreement or for any other reason.

- 34.2. The conditions imposed by the KWPN on a Horse and on the Client are stipulated solely in the interest of a smooth sales process. The Client guarantees the correctness and completeness of the (results of) tests relating to the Horse.
- 34.3. Without prejudice to the provisions of Article 9 of the General Terms and Conditions, the following shall apply (in addition thereto):
 - 34.3.1. The KWPN shall never be liable for any damage suffered because the free and unencumbered ownership of a Horse cannot be transferred.
 - 34.3.2. The KWPN shall never be liable in the event of a defect of the Horse and/or a complaint regarding the value and/or condition or quality of the Horse.
 - 34.3.3. The KWPN shall not be liable for any damage suffered by the Client or the buyer, regardless of the cause and extent of such damage, as a result of any shortcoming in the correct fulfilment of obligations by a party to the purchase agreement and/or as a result of any act and/or omission on the part of the buyer and/or the Client.
- 34.4. The Client shall indemnify the KWPN against any and all claims by third parties, including but not limited to the buyer of the Horse, regardless of the nature and scope thereof. These claims are in any case considered to include claims by the buyer of a Horse regarding (alleged) non-conformity.

PART I - DISTANCE AGREEMENT WITH A CONSUMER

Distance Agreements are governed by the specific provisions contained in this Part I of the General Terms and Conditions in addition to the General Provisions.

Article 35. Right of withdrawal

- 35.1. If the Client is a Consumer and a Distance Agreement is concerned, the provisions of this article shall apply (whereby the Client shall hereinafter be deemed to be a Consumer Client).
- 35.2. The Client may terminate (revoke) the Distance Agreement relating to (a) Service(s) during a period of 14 days without stating reasons. The period of 14 days commences on the day following the conclusion of the Distance Agreement.
- 35.3. The following Distance Agreements (among others) are excluded from the right of withdrawal:
- a. Distance Agreements concluded at a Public Auction;
 - b. a Distance Agreement that relates to (a) Service(s); after full performance of the Service(s), if:
 - i. the performance of the Service(s) has been commenced with the explicit, prior consent of the Client; and
 - ii. the Client has declared that he will lose his right of withdrawal as soon as the KWPN has fully performed the Agreement;
- 35.4. If the Client is entitled to the right of withdrawal and wishes to exercise this right, he shall notify the KWPN thereof within the reflection period by means of the model withdrawal form or in another unambiguous manner.
- 35.5. If the Client withdraws after first explicitly having requested, in accordance with the provisions in paragraph 3 of this article, that the performance of the Service(s) commence during the reflection period, the Client shall owe the KWPN an amount which is proportionate to that part of the Service under the Agreement which has been performed by the KWPN at the time of withdrawal, compared to full performance of the Service(s). If the Service(s) has/have been fully performed by or on behalf of the KWPN, the Client shall owe the KWPN the agreed Fee in full.