

Horses

19. Horses must be sufficiently closely related to the reference population used in the analysis.
20. It is preferable if the parentage of the horses is verified, or can be verified based on the data available at KWPN; this is possible if one or both of the parents already have a verified genotype that is known by KWPN.
21. New verification of parentage is not a standard part of this assignment.
22. If the client requires new verification of parentage an additional assignment must be provided for this purpose.

DNA sample

23. DNA samples will be collected in the form of hair (or blood) for the purpose of the calculation of the genomic breeding values on the basis of the DNA tests.
24. On request of the client, a DNA sample or genotype from the WSI or KWPN archive can be used, provided that this is held in stock. If this is not held in stock a hair sample will be taken by a WSI official or a veterinary surgeon. The client can personally provide a DNA sample to WSI, however this is exclusively with prior permission from WSI.
25. The DNA sample must meet the quality standards to be set out by KWPN.

Risk

26. WSI and KWPN endeavour to ensure that the completeness, accuracy and up-to-dateness of the data made available to the client are as great as possible. KWPN takes measures for this purpose with regard to the entering and processing of data and quality control of data and databases.
27. The client is aware of the fact that the genomic breeding value for a specific characteristic of the horse can be estimated as lower than the client had previously thought or expected, and the client knows that the value of the horse may decrease following this and the client accepts this risk.
28. The client knows that a prediction of the potential of an animal can in general contain estimation errors. Therefore, the reliability of the genomic breeding value is provided in addition to the genomic breeding value itself.
29. In the animal breeding sector, including horse breeding, reliabilities of (genomic) breeding values of 30% (useable) up to 80% (high) are normal and accepted.
30. It can occur in exceptional cases that no useable result can be acquired. In that case no result can be provided to the client. It will be decided in consultation with the client whether a new investigation will be conducted.

Ownership

31. The material that is collected and saved for the purpose of a DNA test will be the property of the KWPN, the owner of the DNA test.
32. The data that are acquired and collected in the context of the DNA test is the property of and will be managed by the KWPN to advance the development of WSI and KWPN.
33. The client will receive, for personal use, the genomic breeding value and the accompanying reliability for a specific characteristic of the individual horse concerned.
34. The client provides permission to WSI and the KWPN to record the acquired data in the horse register and to use this data in accordance with the objective of WSI under its rules and regulations and the KWPN under its articles of association, including the use for breeding, journalistic, historical, statistical, informational, and scientific purposes.

35. The data that is recorded during the execution of the DNA test will remain linked to the individual horse. This data will be managed and used by WSI and the KWPN for various breeding purposes, including breeding value estimate(s) and selection of horses.
36. All intellectual property rights to all material, data and databases, or knowledge and methods under development, or developed, pursuant to this agreement or otherwise, are exclusively vested in the KWPN.

Quality assurance

37. The objective of the quality assurance is to establish whether the collected samples and data sufficiently meet the quality requirements so as to be recognised.
38. WSI and the KWPN have the option to inspect (have inspected) the parentage in the context of the quality assurance.
39. A new DNA sample must be collected if the collected DNA does not meet the quality requirements.
40. WSI and the KWPN engage expert laboratories.

Publication

41. It ensues from the objectives of WSI and the KWPN that for the purpose of and related to the breeding, all horse data with the accompanying personal and company data can be provided and published, unless determined otherwise.
42. The genomic breeding values of Approved and Recognised stallions will be published so that the breeders can use this information when choosing a

able to fulfil the obligation. KWPN cannot be held liable for an attributable failure of WSI, and vice versa.

53. WSI and KWPN will not be liable for damage caused by the result of the DNA test and breeding value estimate.

Payment

54. All prices are in Euro and exclude VAT unless stated otherwise.
55. WSI retains the right to change the prices and rates.
56. Payment must be made to WSI's bank account via bank transfer or credit/debit card payment without any deduction or setoff. Credit/debit card payments incur an additional five percent (5%) surcharge (€5).
57. The costs must be paid in advance (unless agreed otherwise) within the payment term set out without any reduction or setoff.
58. Legislative changes to the VAT rate will be charged on to the client.
59. The costs of the verification of parentage will be charged additionally.

Disputes and applicable law

60. The legal relationships between WSI and the client are exclusively governed by Dutch law, reflecting the fact that KWPN owns the intellectual property underpinning the test.

Force majeure

61. WSI will not be bound to the fulfilment of any obligation if this is not reasonably possible for WSI resulting from changes arisen, through no fault of WSI, in the circumstances existing at the entering into of the agreement.
62. A failure on the part of WSI will not be at its expense and risk if this is the result of an infectious illness or government interventions.

Other

63. The processing time depends on the delivery period of the DNA test and the capacity of the laboratory and the calculation time of the breeding values. The processing time can vary from a few weeks to several months.
64. The client commits to register with WSI all foals out of tested mares.
65. The client commits to submit covering certificates to WSI for all mares naturally covered by or inseminated with semen from a tested stallion.

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