

## INNOVUMLAB GENERAL TERMS AND CONDITIONS 2025

These general terms and conditions of InnovumLab OÜ form part of any contract for services provided by InnovumLab or its authorised servants or agents. It is a Condition Precedent of any such contract that the client, agent or owner (referred to in this document hereafter as the “owner”) has read and understood these terms and conditions and accepts them in full.

### 1. General

- a. Owners accept that they leave their horses at InnovumLab OÜ at their own risk. No responsibility for the animal or any belongings left at the centre is accepted by InnovumLab, and all liability, save and except for liability for death or personal injury to any person arising from the negligence of InnovumLab, its servants or agents, all liability for claims, damages, costs, loss and expense of any kind whatsoever are hereby excluded.
- b. All horses receive every possible care and attention whilst at InnovumLab OÜ, but InnovumLab accepts no responsibility for accident, theft or disease, nor does InnovumLab give any express or implied guarantee of success. All horses undergo rectal examination/OPU/AI/ET/foaling at their owner’s risk and InnovumLab is not liable for any damages or compensation in respect of any injury or damage howsoever caused, including (but not limited to) OPU/AI/ET/Foaling.
- c. All contracts entered into between InnovumLab and their owners shall be litigated in Estonia and governed by the law of Estonia unless specifically stated therein in writing to be governed by some other agreed jurisdiction.
- d. No verbal variation of any contract shall be valid and enforceable unless put into writing and signed by InnovumLab and the owner or their duly authorized servants or agents.
- e. All paperwork must be completed and signed, and all deposits paid before the horse arrives on site, or is tended to by one of InnovumLab staff.
- f. An Equine Passport must accompany all horses arriving at the centre.



- g. A passport must be provided for all horses for whom treatment is required.
- h. It is important for you to understand that whilst our veterinary team and staff are highly experienced there will always be an element of risk when performing invasive procedures. By engaging our services, clients are providing informed consent towards the treatment of their horses.
- i. InnovumLab will not be held liable for any cases whereby the client has chosen to instruct treatment on a horse which is not their own. InnovumLab takes no responsibility for mis-identification of horses placed in front of them for whom treatment is invited by an agent of the client.
- j. For animals under the care of more than one vet practice, those veterinary practices are now obliged to keep each other informed of any information about the animal that may affect its treatment. Therefore, if you are a client of InnovumLab and use other vet practices for your horse in addition to us, we ask that you contact us to let us know and we will ask you to complete a Mutual Client Agreement form which gives us permission to share clinical records with those other practices.

## **2. Services**

### **2.1 Artificial Insemination**

- a. Artificial insemination (AI) packages carried out by InnovumLab are carried out on a per cycle basis. The AI package fee covers routine scans pre and post insemination and ovulation, all induction hormones, and routine pregnancy scans up to heart-beat detection.
- b. Items NOT included in the package price include (but are not limited to); uterine lavage, intra-uterine infusion plus any drugs needed, Caslicks procedures, sedation. Administration of these items is at the clinical discretion of InnovumLab vets.
- c. For off-site owners it is the owner's responsibility to ensure that a 14, 24 and 42 day pregnancy checks are booked in and carried out. These checks are vital to ensure that a twin pregnancy is not present.

## 2.2 Embryo Transfer Services

- a. Embryo transfer procedures are charged on a per item basis. Additional items may include (but are not limited to) livery, semen collection, postage, transport, and any other non-reproductive or clinical veterinary work.

## 2.3 Ovum Pick Up

- a. Ovum pick up procedures are charged on a per item basis.
- b. It is the responsibility of the owner to ensure they are informed of the risks involved and understand the risks & complications associated with these procedures.

## 3. Semen & Stallions

Owners must ensure that they are fully aware of the terms and conditions of their chosen stallion, and that any specific requirements have been supplied to InnovumLab in writing. All semen costs are the responsibility of the mare's owner unless otherwise advised in writing. InnovumLab is not responsible for semen that is supplied incorrectly labeled, accompanied by incorrect paperwork, in an unsuitable condition on arrival, or which fails to arrive.

### 3.1 Frozen Semen

- a. Frozen semen is stored at the owner's own risk, and the owner is responsible for the insurance of the semen.
- b. InnovumLab reserves the right to charge for the storage of any frozen semen that is unused.
- c. Requests to move or destroy frozen semen must be made in writing.
- d. No guarantees are given concerning the fertility of any semen stored with, or moved to or from InnovumLab OÜ.

- e. It is advised that InnovumLab uses general postage and courier services and are bound by their service availability and insurance terms nationally and internationally. Private couriers and specialist agents can be engaged for clients who request it for export of semen. Semen may also be collected in person.
- f. No guarantees are given concerning delivery at any point.

#### 4. Livery

- a. Horses in individual/restricted turnout may be kept stabled where deemed necessary by weather or poor conditions. We will try to keep owners informed where possible. Livery will be at the expense of the owner.
- b. InnovumLab reserves the right to stable or feed mares at grass, as they consider most beneficial to the care of the mare/and or foal.
- c. Recipient mares provided by owners will be charged livery from the day that they arrive.
- d. Horses will be wormed on a regular basis and the owner charged accordingly. All horses will have their feet trimmed as necessary and the owner charged for the service.
- e. Veterinary assistance will be called in when deemed necessary. Any work completed will be charged to the owner. In the event of emergency treatment, all efforts will be made to contact the owner prior to treatment, but in the event that the owner is not available, InnovumLab vets will administer the treatment they consider to be the most appropriate and in the best interests of the horse and charge the owner accordingly.
- f. InnovumLab reserves the right to raise livery charges to accommodate additional feed due to a mare's specific requirements where necessary.

#### 5. Health Tests & Arrival

- a. All horses must be swabbed for CEM, and blood tested for EIA and EHV before arriving at the centre. This includes donor mares for AI/ET/foaling and clients' recipient mares.

Horses will not be allowed onto the centre without prior receipt of these tests.

- b. All horses must be kept up to date with vaccinations for influenza and tetanus.
- c. All horses will be clinically examined on arrival at the centre. Any horse showing signs of clinical disease will be isolated, or not admitted to the centre.
- d. Isolation will be at the cost of the owner (with prior notification where possible) and is at InnovumLab vet's clinical discretion. InnovumLab reserves the right to refuse admittance to any horse onto the premises, and to require the removal of any horse from the premises forthwith.
- e. All clients must complete a health certificate for their horse prior to arrival at the centre confirming that the horse has not been exposed to infectious disease.
- f. Horses must arrive with a valid passport and microchipped as per the law. Any horses not microchipped will be microchipped by InnovumLab vets and charged accordingly to the client.

## 6. Payment & Fees

### 6.1 Stallion Nomination Fees

- a. All stallion nomination contracts must be organised and signed before any mares are inseminated or before ICSI is carried out, and it is the responsibility of the mare's owner to ensure that this is completed.
- b. Mare owners understand that all information regarding the outcome of inseminations, ICSI, pregnancy checks and flushing/ICSI embryo transfer results will be disclosed to the stallion owner/agent to allow them to correctly invoice the nomination fees.
- c. Nomination fees will be payable up front to the stallion owner, if applicable.

### 6.2 In Foal Fee

### 6.3 Livery

- a. Livery will be charged one month in advance. Stabling for OPU donors, ET recipients and *in vivo* flushing donors is 20 EUR/day.
- b. Additional Livery costs such as farrier fees will be charged in arrears.

### 6.4 Payments, Deposits and Defaults

- a. In any case where InnovumLab OÜ is in possession of any owner's horse or other property as licensee, bailee or for any other reason, InnovumLab will hold a possessory lien in respect of any unpaid fees or disbursements. If after 30 days any fees remain outstanding the title to any such horse or equipment will pass to InnovumLab absolutely who may then sell such horse or equipment to recover any outstanding monies, together with the costs of the sale transaction. The balance of any such monies after settlement of the costs and fees will be paid to the owner.
- b. All invoices must be paid within 7 days of issue. In accordance with the rights provided by the agreed possessory lien horses will not be allowed to leave the centre until an invoice is paid in full. For horses being picked up by a third party, arrangements must be made to settle the invoice in full prior to the horse being picked up. Third parties collecting horses may be required to satisfy InnovumLab that they have proper authority to collect the horse.
- c. An automatic administration fee of 20€ will be automatically added to any account not paid within 28 days. This charge will continue on a monthly charge basis. Should you need to arrange a payment plan, this must be discussed either in advance or on receipt of invoice.
- d. InnovumLab reserves the right to charge a deposit at the time of the horse's arrival. For large contracts over 5,000 EUR, a deposit of 25% of the total value of the contract will be payable.
- e. VAT will be charged on all accounts, if applicable.



- f. Interest will be charged on all outstanding accounts at a rate of 10% per annum over the base rate of SwedBank and shall accrue on a daily basis.
- g. Any invoice outstanding will be referred to a debt collection agency and will be subject to a surcharge to cover the costs incurred. This surcharge, along with all other charges and legal fees will be the responsibility of the owner.
- h. Legal title to any foal or embryo resulting from an insemination, ICSI or embryo transfer undertaken by InnovumLab shall remain the sole property of InnovumLab until all outstanding fees (including interest if applicable) have been paid and cleared in full.

#### **6.5 Arbitration & Mediation**

- a. InnovumLab OÜ aim to resolve complaints in a fair, timely, cost-efficient and independent manner.
- b. In the instance where a resolution cannot be met between InnovumLab and the owner, either party can appoint an independent mediator or arbitrator, this process is voluntary and can be used to expedite a complaint or debt resolution before engaging a legal court.

#### **7. Insurance**

- a. InnovumLab accepts no responsibility for insuring visiting horses and does not carry insurance cover.
- b. It is the owner's responsibility to ensure that the horse is adequately insured.
- c. It is the owner's responsibility to notify their insurers that their horse is temporarily resident otherwise than at their declared insured location.
- d. Insurance of an implanted embryo post-42 days is the responsibility of the owner.
- e. It is the client's responsibility to insure any semen during delivery or shipment.

### 8. Price Lists

- a. InnovumLab publishes pricelists on the website, have copies available to email or collect from the office.
- b. Members of staff can explain fees and potential additional charges, packages and billing with owners should they need to.
- c. It is accepted that clients agree to our terms and conditions and pricing upon commencement of works.



I, the undersigned, hereby declare that I accept the above mentioned terms and conditions and price list. I agree to all fees and treatments associated with the horses detailed below. I also accept the payment terms stated of strictly 7 days following receipt of invoice.

Signature:.....

*Representative or Owner*

Signature:.....

*InnovumLab OÜ*

Print Name:

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Print Name:

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Date: .....

Date: .....

Home Address: .....

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Contact Tel: .....

Email: .....

In the box below please list the names of the horse and their identification details along with the services required so we may register them on our system before. If you would like any help at all, please call us on +372 555 28 470



Name of Horse	Microchip Number	Passport Number (UELN)	Services Required AI/ET