

INNOVUMLAB GENERAL TERMS AND CONDITIONS

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. 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. 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.

4. 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/OPU 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.

5 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 EUR 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. 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.

7. 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.

CONTRACT REGARDING OPU-ICSI

Ovum Pick Up and ICSI Procedure

- The ovum pick up and ICSI procedure, also called oocyte aspiration, is the process by which oocytes (eggs) are retrieved directly from a mare's ovaries via transvaginal aspiration (TVA). A long needle is passed through the vaginal wall and into the ovary, to aspirate each of the follicles present on the ovaries, using ultrasound guidance. The mare is standing under sedation and the procedure takes from 20-60 minutes depending on the number of follicles present on the ovaries.
- The retrieved oocytes are matured in the laboratory for approximately 30 hours and one healthy-looking sperm is injected into each mature oocyte under microscope by a micromanipulator. This process is called intra-cytoplasmic sperm injection or ICSI. The fertilized oocytes are then cultured in an incubator and media, mimicking the environment in the uterus.
- After 7-10 days, it can be seen if the fertilized oocytes have developed into an embryo and the embryo can at this stage either be transferred directly to a synchronized recipient or vitrified (frozen) for later transfer.

Semen and EU regulations

- Both frozen and cooled/fresh semen can be used for ICSI. It is important that we have the semen here in the laboratory at the latest, on the day, where we expect the mature oocytes to be fertilized. If only limited semen is available, we can cut one straw of frozen semen into approximately 10 pieces, holding enough semen for 10 OPU/ICSI sessions.
- If there are special conditions for the semen used for ICSI, we must emphasize that it is the responsibility of the mare owner to ensure that all conditions are met.

- It is also the responsibility of the mare owner to keep track of the requirements for the semen and certificates for registration of ICSI foals in the desired breeding organization.
- If the embryos are meant to be transported across the border, the mare must have an EU-approved health status, and so must the semen used (there must be a valid INTRA certificate).
- It is the client's responsibility to fulfill the EU requirements for sanitary tests and animal health certificates for semen, oocytes and embryos for intracommunity movements.
- If embryos should be exportable to countries outside the EU, this must be communicated in advance to have certain sanitary tests done and achieve certificates approved for the desired country.

Risks and Responsibilities

Oocyte pick up

In general, the risks associated with OPU are extremely low, but as with any other procedure, complications can be seen. The potential risks include rectal tears, bleeding into the abdomen, infection/abscesses in the ovaries or peritonitis. These complications are extremely rare, but in worse case, life threatening. There is also a potential risk, that the sedation can result in mild colic for some mares.

Storage of embryos and semen

Storage of embryos in our laboratory is performed at the owner's own responsibility. The embryos are stored in containers with liquid nitrogen in a secured room with an alarm system connected, but InnovumLab is not liable for any loss, damage or unforeseen incidents such as fire or theft. InnovumLab does not insure the stored embryos. It is the owner's responsibility to purchase an insurance, if desired.

Pregnancy test

The client accepts that there is approximately 15% risk of pregnancy loss after the first confirmation of pregnancy on day 14. In addition, there is a small risk (~2%) of twin or triplet pregnancies arising from the transfer of one ICSI embryo. One must therefore be extra careful to have the recipient mare checked for a fetus with a heartbeat around day 30. InnovumLab cannot be held liable for any pregnancy loss.

Post OPU treatment

The mare is treated with antibiotics and painkillers at the day of the OPU. The mare can go back to work after 3 days. The day after the session the mare can go out on a paddock. Be aware that the mare cannot participate in any international competitions until at least 2 weeks after the session due to doping regulations.

Success rate

In average there is a 65% chance of getting one or more embryos from one OPU session. Many factors such as the number of follicles and thereby number of oocytes recovered, the age and health-status of the mare, the quality of the oocytes and semen have an impact on the result. After transferring the embryo to a recipient mare, there is a 70% chance of the embryo establishing a pregnancy.

Cancellation of engagement

If you have an engagement at InnovumLab, you must make your cancellation at the latest at 3 pm the week before your appointment. In case of later cancellation, we will charge a cancellation fee of 300 euros.

Boarding of horses

Boarding at InnovumLab is performed at owner's own responsibility. InnovumLab cannot be held liable for any damage, disease, theft, death, or injury suffered by the horse, happening during the boarding at InnovumLab. The owner fully understands and hereby acknowledges

that InnovumLab does not carry any insurance on boarded horses. All costs connected with the boarding are held by the owner of the horse.

InnovumLab is hereby authorized to secure emergency veterinary care, whenever InnovumLab finds it necessary. The cost of such care shall be paid by the owner of the horse.

The horse is boarded in litter bedding and is fed with Subli Merriebrok Pellets and hay/haylage unless anything else has been determined. The horse is turned out on a paddock during the day alone or, as we prefer, together with a friend. Housing price: 20€/day

Terms of payment

Payment for oocyte pick up, maturation of oocytes, purification of semen and ICSI must be available for InnovumLab before the mare leaves the stable or in association with this. We accept bank transfer or payment with card. Payment for freezing of embryos will be invoiced afterwards.

We do not transfer or hand over any embryos if the client has unpaid invoices from InnovumLab.

PRICES (exc. VAT), 2026/27 (See Appendix 1 for Price Examples)

Ovum Pick Up (OPU)

OPU	700 €/donor
Oocyte recovery and processing fee for oocytes delivered by referring vet	100 €/donor
Oocyte culture for maturation	100 €/donor

Post Mortem Ovary Dissection

Dissection and oocyte recovery	350 €/donor
Oocyte culture for maturation	100 €/donor

ICSI

Sperm preparation and ICSI	460 €/donor
<i>Use of VetMotl Sperm Purification Kit (if needed)</i>	120 €/stallion
<i>Processing second stallion for ICSI in same session</i>	200 €
<i>Processing third stallion for ICSI in same session</i>	300 €
In vitro embryo culture and handling	100 €/donor
CREDIT If the first OPU-ICSI session yields no embryos	50 % discount on the subsequent ICSI procedure

Embryo Biopsy and Vitrification

Embryo biopsy for sexing	300 €/embryo
Embryo vitrification	300 €/embryo
Additional embryo vitrified concurrently	200 €/embryo

Packaging and Shipment

Packaging/consignment/shipping of embryos or semen (at owners request)*	250 €
Documentation	40 €
Documentation for export	100 €
late fee for dryshipper return (per day)	20 €

*Includes filling of dryshipper and packing of the embryo/semen. The included rental fee of the dry shipper is for 5 days.

ICSI Embryo Transfer

Warming of vitrified embryos	150 €/embryo
Recipient synchronization	300 €/recipient
ET with fresh embryo	190 €/embryo
ET with frozen embryo	250 €/embryo
Pregnancy checks (at least 2 scans)	80 €/embryo
Recipient lease	*Upon request

Storage

Storage of embryos	2 €/month/embryo
Storage of semen	2 €/month/straw

If you would like to have OPU and ICSI performed on your mare, we kindly ask you to fill out the undermentioned information and sign the contract. The signed contract must be returned to info@innovumlab.eu before the OPU or ICSI is taking place.

Mare Name, ID number	Passport Number (UELN)	Desired stallion name and ID number
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Owner and Invoice Details

Name	Address	Telephone and email
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Company name: Click or tap here to enter text.		
EU VAT number: Click or tap here to enter text.		

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. I agree that my personal data must be passed on to the stallion owner, if semen from a commercial stallion owner is used.

____Click or tap here to enter text._____

Name and Signature

Date

Appendix 1

Total price examples (prices are ex VAT)

Price example for 1 OPU session that does not produce an embryo

OPU	700 €/donor
Oocyte culture for maturation	100 €/donor
ICSI	460 €/donor
In vitro Culture and Handling	100 €/donor
TOTAL PRICE	1360 €

In addition to this, you might have to add sanitary tests, EU health certificate and semen expenses.

Price example for 1 OPU session that produces 1 embryo

Total price 1 OPU and ICSI session (as specified above)	1360 €/donor
1 embryo	300 €
TOTAL PRICE	1660 €

Price example for 1 OPU session that produces 2 embryos

Total price 1 OPU and ICSI session (as specified above)	1360 €/donor
1 embryo	300 €
Additional embryo	200 €
TOTAL PRICE	1860 €