



ShowMe Genetic Services, LLC
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Frozen Biological Product Warehousing Agreement

This agreement is entered into, by and between ShowMe Genetic Services, LLC. (ShowMe Gen) and

Owner's Name: _____

Street Address: _____

City/State/ZIP Code: _____

Telephone: _____ Email: _____

hereafter individually or collectively referred to as "owner." If the owner is a legal entity or more than one person, all notices, invoices and correspondences regarding this agreement will be sent to the attention of the following person who has been designated as the agent by the owner. The agent is authorized to bind the owner(s) hereunder and act on the owners' behalf. The agent may only be changed upon prior written notice to ShowMe Gen signed by all owners.

Name of Agent: _____

Address: _____

Telephone: _____ Email: _____

The owner desires ShowMe Gen to warehouse frozen biological products in liquid nitrogen containers owned by ShowMe Gen and pay for these services per the terms, rates and fees in effect at the time of service.

Owner is responsible for providing documents indicating the quantity and identity of liquid nitrogen frozen biological products the owner wishes ShowMe Gen to warehouse. Please ensure this documentation is provided at the time products are delivered to ShowMe Gen along with having this signed agreement on file. Any discrepancies between what was indicated to be received and what ShowMe Gen actually received will be noted by ShowMe Gen on the documentation. ShowMe Gen will not be liable at any time for any improperly labeled or improperly packaged products delivered to ShowMe Gen (including typical breakage).

ShowMe Gen may refuse to accept any frozen biological products that are non-conforming, improperly labeled or improperly packaged.

Incoming shipments may be charged a handling fee in addition to any freight charges incurred in receiving or returning the shipping containers. Owner shall be responsible, at its cost, for delivery of the frozen biological products to ShowMe Gen. Owner shall tender frozen biological products to ShowMe Gen only during ShowMe Gen's posted business hours and tender all frozen biological products to ShowMe Gen properly marked and packed for storage and handling. Owner represents and warrants that it is the owner of the frozen biological products and has all right and authority to store the same with ShowMe Gen.

ShowMe Gen will physically inspect and note the number of units and all identifying data on the units as they are transferred into ShowMe Gen central liquid nitrogen tanks. ShowMe Gen-owned tanks are monitored daily, and liquid nitrogen is replenished as deemed necessary by ShowMe Gen. Owner's inventory will be warehoused and cared for utilizing standard industry practices for warehousing of products stored in liquid nitrogen.

ShowMe Gen will not, under any circumstances, be responsible for loss or damage to owner inventory, including without limitation as it relates to catastrophic events such as fire, flood, tornado and like situations outside the control of ShowMe Gen. If owner determines the inventory being warehoused by ShowMe Gen requires insurance, please plan with personal insurance provider for this coverage. ShowMe Gen does not insure owner inventory.

Warehousing Rates. Rates are subject to change without notice. The rate schedule as of the date hereof is set forth on Addendum A attached hereto. Accounts that are 60 days past due are subject to debt collection procedures and are subject to finance charges. Outstanding balances not paid when due are subject to late charges accruing from the invoice date at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. All costs and expenses, including but not limited to debt collection fees and reasonable attorneys' fees incurred in connection with any overdue amount due to ShowMe Gen, shall be paid by owner. ShowMe Gen shall have a lien on the frozen biological product and upon the proceeds from the sale thereof to secure owner's payment of all fees, charges and expenses hereunder in connection with the storage, transportation, preservation and handling of the frozen biological product. Accounts that are 120 days past due are subject to destroy notification and ultimately destruction of inventory.

Shipping and Distribution of Owner Warehoused Inventory. Shipment and transfer requests from owner inventory **must be made in writing**, dated and signed by owner and shall be delivered to ShowMe Gen no less than **ten (10)** business days prior to the requested delivery date. Owner's account must be maintained in current status for shipments or transfers to be made.

All shipments requested by owner must be prepaid. Owner's frozen inventory will be shipped in ShowMe Gen shipping containers. A handling charge for use of the container and liquid nitrogen will be assessed on all transportation (ground/air). Freight charges will be in addition to handling charges, and owner shall be responsible for all freight and shipping charges. Call tags are sent for all FedEx shipments. The shipping container must be returned prepaid within ten (10) days if any other mode of transportation is used. A fee will be charged to the owner requesting the shipment if the shipping container is not returned within a reasonable amount of time. In addition, any shipments being exported will be charged documentation fees for the preparation of the export documents, including U. S. Origin Health Certificate. ShowMe Gen shall not be liable for any delays, loss or damage in transit. Delivery dates are approximate only. Owner shall provide ShowMe Gen with prior written notice of the requested delivery location.

Disclaimer of Warranties. ShowMe Gen makes no warranty of any kind, either express or implied, concerning owner's frozen inventory or ShowMe Gen's services hereunder. SHOWME GENETIC SERVICES DISCLAIMS ALL WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES PURSUANT TO THE UNIFORM COMMERCIAL CODE, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD- PARTY RIGHTS AND WARRANTIES AGAINST LATENT DEFECTS, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

Waiver and Limitation of Liability. Owner agrees to waive any claim against ShowMe Gen for liability arising out of any destruction, damage or loss of owner's inventory, except to the extent resulting from ShowMe Gen's gross negligence or willful misconduct. Owner agrees to insure stored frozen inventory at their expense. IN NO EVENT SHALL SHOWME GENETIC SERVICES BE LIABLE TO OWNER OR ANYONE CLAIMING THROUGH OR UNDER OWNER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY, INCLUDING WITHOUT LIMITATION DELAY, LOST REVENUE, LOST PROFITS OR LOSS OF GOODWILL, EVEN IF SHOWME GENETIC SERVICES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OWNER'S AGGREGATE RECOVERY FROM SHOWME GEN FOR ANY CLAIM SHALL NOT EXCEED THE FEES PAID BY OWNER TO SHOWME GEN OVER THE TWELVE (12) MONTH PERIOD PRECEDING THE INCIDENT GIVING RISE TO SUCH CLAIM, IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE.

IF, FOR ANY REASON, THE FOREGOING LIMITATIONS ARE FOUND BY A COURT OR ARBITRATION PANEL TO BE INVALID OR UNENFORCEABLE UNDER APPLICABLE LAW, OWNER AGREES THAT SHOWME GEN'S TOTAL LIABILITY FOR ALL LOSSES OF ANY KIND OR NATURE SHALL BE LIMITED TO ACTUAL DAMAGES WITHOUT REGARD TO ANY PUNITIVE OR EXEMPLARY DAMAGES PROVIDED BY ANY APPLICABLE LAW.

Indemnification: Owner shall defend, indemnify and hold ShowMe Gen harmless from and against any claim, loss, liability, damage, deficiency, suit, action, demand, judgment, penalty, fine, cost or expense (including without limitation attorneys' fees) that ShowMe Gen may incur or be obligated to pay as a result of: (i) Owner's negligence or intentional misconduct; and/or (ii) Owner's breach of any term or covenant hereunder.

ShowMe Gen shall not be liable to owner or third parties for any delay in, or failure of, performance caused by acts or circumstances beyond its direct control, including without limitation Acts of God, fire, flood, explosion, war, governmental action, terrorist threats or acts, civil unrest, accident, labor disputes, strikes, non-performance by a third party, shortage or inability to obtain materials, equipment, power or transportation.

All notices shall be in writing and shall be deemed sufficiently given and received in all respects when hand delivered, when sent by facsimile or email, when sent by a reputable overnight courier service, or three (3) days after being deposited in the United States mail, return receipt requested addressed to owner (or its agent) at the address set forth herein, or to ShowMe Gen , as the case may be (or to such other address as may be designated in a writing by notice duly given). This agreement will be interpreted and enforced according to the laws of the state of Missouri.

This agreement may be terminated by either party upon ten (10) days written notice. Upon termination, the owner will immediately pay all charges accrued through date of removal and remove all stored frozen inventory. Any provision that, in order to give proper effect to its intent, should survive expiration or earlier termination, shall survive expiration or earlier termination.

This agreement represents the entire agreement between the owner and ShowMe Gen. Any modifications to this agreement are ineffective unless in writing and signed by owner and ShowMe Gen.

The undersigned parties have respectively executed this agreement in duplicate on the date indicated below.

Owner: _____ Date: _____

ShowMe Genetic Services, LLC: _____ Date: _____

Addendum A

FEES

SEMEN & EMBRYO STORAGE FEES

Storage fees are calculated on total number of straws or embryos. Storage is billed in advance, quarterly. The quarterly fees are as follows:

1-150 straws \$22.00

151-1,000 straws: \$0.13/straw

1,001-2,000 straws: \$0.10/straw

2,001-5,000 straws: \$0.07/straw

5,001-10,000 straws: \$0.05/straw

10,001-20,000 straws: \$0.04/straw

20,000+ straws: \$0.04/straw

1-20 Embryos: \$20.00

20+ Embryos: \$1.00/embryo

OTHER CHARGES

\$30.00 Handling fee on semen/embryo shipments

Plus Shipping fees – based on UPS charges