

## **GENETECH EU GMBH**

Stappweg 37 47475 Kamp-Lintfort Deutschland

contact.de@genetechvet.com

## **EMBRYO VITRIFICATION AGREEMENT**

I (Owner/Agent of the embryo)	give Genetech EU GmbH	
permission to vitrify (freeze) the e	mbryo from	x
,		(Stallion)
and store at Genetech or transfer	to	
	(Transfer Facility)	
No. of embryos: Da	ate of Vitrification:	
D .	0:	
Date:	Signature:	
CLIENT INFORMATION		
Name:	Own	er Agent Lessee
Adress & Street Number:		
Postcode & City:		
Mobile number:	Email address:	

BIC: WELADED1MOR

The owner, mentioned above, owns the embryo or certain embryos produced via fresh embryo flush and wants Genetech to vitrify (freeze) the embryo(s) to be stored at Genetech or transferred to an embryo storage facility designated by the owner/agent. Owner/agent represents and warrants to Genetech that owner/agent has the authority to enter into this vitrification agreement and seek the services described from Genetech. The parties agree to the following:

- 1. Genetech shall use its best efforts to vitrify (freeze) the embryo(s) as requested by the owner/agent conditioned upon payment to Genetech of its fee described in the attached fee schedule. In the event Genetech cannot for some reason locate the embryo(s) or if the embryo(s) are damaged while in the care of Genetech, Genetech will provide a credit to owner/agent of any fee paid by owner/agent for freezing the lost or damaged embryo(s). Once frozen, Genetech will store or ship the embryo(s) to any embryo storage facility designated by owner/agent. Owner/agent agrees Genetech is not responsible or liable for any damages of any kind whatsoever once the embryo(s) leave our facility and owner/agent accepts all responsibility and liability for any damage of any kind whatsoever to the embryo(s) following departure from Genetech including during and after their transportation. Owner/agent agrees they are responsible for and shall pay for all costs of transportation. Owner/agent agrees it has sole responsibility to insure the embryo(s) for all losses and damages of any kind to the embryo(s) during the transit time the embryo(s) are stored by Genetech.
- 2. GENETECH MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WHATSOEVER INCLUDING FOR EXAMBLE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FOR ANY RESULTS OF ANY SERVICE PROVIDED UNDER THIS AGREEMENT.
- 3. EXCEPT FOR ANY WILLFUL NEGLIGENCE OR WILLFUL MISCONDUCT OF GENETECH, OWNER/AGENT AGREES TO INDEMNIFY AND HOLD HARMLESS FOR ALL DEMANDS, CLAIMS, LOSSES, DAMAGES, AND EXPENSES ARINING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT INCLUDING FOR EXAMPLE RELATED TO INCORRECT PARENTAGE, ANY ACCIDENT, DAMAGE OR DEATH OR ANY DONOR MARE OR DONOR MARE'S FOAL, DONOR MARE'S PREGNANT RECIPIENT, AND ANY LOSS OR DAMAGE TO ANY OOCYTES, SPERM, EMBRYO, AND CELL. OWNER/AGENT AGREES GENETECH SHALL IN NO EVENT, EVEN FOR WILLFUL NEGLIGENCE OR MISCONDUCT, BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, AND IN ANY EVENT, EVEN FOR WILLFUL NEGLIGENCE OR MISCONDUCT, THE MAXIMUM AMOUNT FOR WHICH GENETECH SHALL BE RESPONSIBLE IS THE AMOUNT PAID BY CLIENT TO GENETECH FOR ITS SERVICES.
- 4. This Vitrification Agreement constitutes the entire agreement of the parties and supersedes any previous contracts, understandings, or verbal communications between the parties, whether oral, electronic or written. There are no other terms, promises, representations, statements agreed to or relied upon by any party other than those contained in this Agreement. The terms of the parties' agreement cannot be changed except by written agreement signed by all parties. All notices to either party shall be given, (a) if to Genetech, Stappweg 37, 47475 Kamp-Lintfort, (b) if to owner/agent at the address on file
- 5. This Vitrification Agreement shall be binding upon the parties and their respective heirs, personal representatives, successors, and assigns, but shall not be transferred without the written agreement of all parties.

FEE SCHEDULE				
Embryo Vitrification Fee – per embryo	€ 200.00			
Embryo Warming Fee – per embryo	€ 100.00			
Shipping Embryo	€ Varies By Location			
Frozen Embryo Storage Fee – monthly up to 4 embryos	€ 10.00			

Account holder: Genetech EU GmbH

IBAN: DE27 3545 0000 1101 1521 20

**BIC: WELADED1MOR** 

USt-IdNr.: DE368707417

Amtsgericht Kleve: HRB 19692

CEO: Isabeau Rabea Rohde



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## **CREDIT CARD AUTHORIZATION**

Mastercard	VISA	AMEX	Discover	
Name on card:				
Billing address of car	dholder:			
Credit card number: _			CVV:	_
Exp date:	Zip code:			

Account holder: Genetech EU GmbH

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