



**EMBRYO WARMING/**

**THAWING AGREEMENT**

I, \_\_\_\_\_ give Genetech UK permission to  
( Owner/Agent of the embryo)

warm/thaw \_\_\_\_\_embryo/s from \_\_\_\_\_ x \_\_\_\_\_and  
release. (Mare) (Stallion)

to \_\_\_\_\_ for transfer on \_\_\_\_\_

(Transfer Facility)  
Transfer)

(Date of

Signature

Date

**NOTE: Please give 24 hour advanced notice to the lab for appropriate warming time.**

Genetech UK produces horse embryos from oocytes through intracytoplasmic sperm injection (ICSI). The owner, mentioned above, owns an embryo or certain embryos produced through the ICSI process or has the right to use the embryo(s) for reproduction and wants Genetech to warm/thaw the embryo(s) to be transferred to an embryo transfer facility designated by the owner/agent. Owner/agent represents and warrants

to Genetech that owner/agent has the authority to enter into this Warming Agreement and seek the services described from Genetech. The parties agree to the following:

1. In the event owner/agent and Genetech previously entered into an ICSI Agreement, except as modified in

this Warming Agreement, the ICSI Agreement is ratified and binding between the parties. In the event owner/agent purchased or otherwise obtained ownership of the embryo or embryos from a former client of Genetech who entered into an ICSI Agreement with Genetech, owner/agent agrees to be bound by the terms of the ICSI Agreement between Genetech and its former owner/agent, taking the place of the former client including all of that client's obligations and agreements and representations.

2. Genetech shall use its best efforts to warm 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) Genetech will provide a credit to owner/agent of any fee paid by owner/agent for freezing the lost or damaged embryo(s).

### 3. Embryo Warming, Handover, and Liability Waiver

#### Acknowledgement of Risk

The Owner acknowledges and accepts that the process of warming (thawing) vitrified equine embryos carries an inherent risk of partial or total loss of viability. Such loss may occur notwithstanding that the embryo was a morphologically normal blastocyst at the time of vitrification, and that the vitrification, storage, and warming procedures were carried out competently and in accordance with accepted veterinary and laboratory standards.

#### Completion of Handover

It is expressly agreed that, upon completion of the warming process by Genetech UK and release of the embryo to Equi'Arts Ltd for transfer into the designated recipient mare, risk in and responsibility for the embryo shall pass to the Owner. This handover shall be deemed complete at the point of transfer of custody between Genetech UK and Equi'Arts Ltd.

### Exclusion of Liability

Neither Genetech UK nor Equi'Arts Ltd, nor any of their directors, employees, agents, or subcontractors, shall be liable to the Owner for:

- o (a) any loss of the embryo,
- o (b) reduction in embryo viability, or
- o (c) failure of the embryo to implant or result in a pregnancy, provided that the services have been performed with reasonable skill and care.

### Limitation of Liability

The Owner agrees that any liability of Genetech UK or Equi'Arts Ltd arising out of or in connection with the warming and transfer process shall, to the fullest extent permitted by law, be limited to direct losses only and shall not exceed the amount paid for the warming and transfer service. Neither party shall be liable for any indirect, special, or consequential losses, including (without limitation) loss of profits, expected foal value, or stud fees.

### Owner's Acceptance

By instructing Genetech UK and Equi'Arts Ltd to proceed with embryo warming and transfer, the Owner confirms that they understand and accept the above terms, including the transfer of risk and exclusion/limitation of liability.

4. Once warmed, Genetech will ship the embryo(s) to any embryo transfer 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.

5. GENETECH MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WHATSOEVER INCLUDING FOR EXAMPLE ANY WARRANTY OF SALEABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FOR ANY RESULTS OF ANY SERVICE PROVIDED UNDER THIS AGREEMENT.

6. EXCEPT FOR ANY WILFUL NEGLIGENCE OR WILFUL MISCONDUCT OF GENETECH, OWNER/AGENT AGREES TO INDEMNIFY AND HOLD HARMLESS FOR ALL DEMANDS, CLAIMS, LOSSES, DAMAGES, AND EXPENSES ARISING 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 WILFUL NEGLIGENCE OR MISCONDUCT, BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, AND IN ANY EVENT, EVEN FOR WILFUL NEGLIGENCE OR MISCONDUCT, THE MAXIMUM AMOUNT FOR WHICH GENETECH SHALL BE RESPONSIBLE IS THE AMOUNT PAID BY CLIENT TO GENETECH FOR ITS SERVICES.

7. This Warming 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, at the address/es on file.

8. This Warming 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 Warming Fee –**

**per embryo.....£100 plus VAT**

**Shipping Embryo TBC**

**Varies By Location**

**Embryo Handling Fee – per external fresh embryo.**

**Disclaimer:** Genetech UK makes no express or implied warranties, including but not limited to any warranty of satisfactory quality, fitness for a particular purpose, or any guarantee of results. Genetech UK shall not be liable for any loss, damage, or injury (including to oocytes, embryos, sperm, donor mares, recipient mares, or resulting offspring), whether caused by handling, storage, transportation, infection, incorrect parentage, or any third-party service provider, except in the case of proven wilful misconduct or gross negligence.

The Client shall indemnify and hold harmless Genetech UK and its representatives from all claims, liabilities, losses, or expenses arising out of or in connection with any services rendered, including, without limitation, claims related to biological material, delays, misidentification, regulatory compliance, and reproduction outcomes.

This disclaimer forms part of the service agreement and applies to all services provided unless explicitly agreed otherwise in writing. Liability is strictly limited to the amount paid by the Client to Genetech UK for the specific service concerned. Nothing in this disclaimer shall limit liability for death or personal injury caused by negligence, fraud, or any other matter for which liability cannot be excluded under English law.