



GENETECH EU GMBH

Stappweg 37

47475 Kamp-Lintfort

Deutschland

contact.de@genetechvet.com

EMBRYO WARMING/THAWING AGREEMENT

I _____ give Genetech EU GmbH permission to
(Owner/Agent of the embryo)

warm/thaw _____ embryo/s from _____ x _____ and release
(Mare) (Stallion)

to _____ for transfer on _____.
(Transfer Facility) (Date of expected transfer)

No. of embryos: _____ Date of Vitrification: _____

Date: _____ Signature: _____

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

Genetech Animal Reproduction 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) 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.
3. GENETECH MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WHATSOEVER INCLUDING FOR EXAMPLE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FOR ANY RESULTS OF ANY SERVICE PROVIDED UNDER THIS AGREEMENT.
4. 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 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 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.
5. 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, (a) if to Genetech, Stappweg 37, 47475 Kamp-Lintfort, (b) if to owner/agent at the address on file.
6. 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	€ 100.00
Shipping Embryo	€ Varies By Location



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CREDIT CARD AUTHORIZATION

Mastercard VISA AMEX Discover

Name on card: _____

Address & street number of cardholder: _____

Credit card number: _____

Exp date: _____ CVV: _____ Zip code: _____

I understand this card or any other card I provide GeneTech Animal Reproduction in the future will be charged when any charges are due.

CLIENT SIGNATURE: _____

With my signature, I agree and authorize my credit card to be charged for any and all charges on any of my donor mare oocytes and embryos. I understand that only by written notice may this authorization be suspended, however, all charges that are due WILL be charged up and until the authorization has been suspended.