

Semex USA, Inc.
General Terms & Conditions of Sale

1. **Scope and Acknowledgment.** These terms and conditions of sale (the "Terms") shall apply to all sales of Products and services ("Products") by Semex USA, Inc. and its Affiliates ("Seller") to Buyer, and its Affiliates ("Buyer"). For purposes of these Terms, "Affiliates" shall include any entity controlled by or that control Seller or Buyer respectively or are under common ownership of Seller or Buyer respectively.

2. **Shipment and Acceptance.** Shipment (and delivery) of an order on any specified date is subject to the availability of the Products, and any date specified is an estimated and projected shipment date. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR PENALTY FOR DELAY IN SHIPMENT OR FOR FAILURE TO GIVE NOTICE OF ANY DELAY. Upon receipt of shipment, it is Buyer's or Buyer's agent's responsibility to fully inspect the Products for damage or other problems. Buyer shall, within forty-eight (48) hours after receipt of Products, inspect the Products and immediately report in writing to Seller any shortages, damages, or defects reasonably observable by proper inspection. Notwithstanding the foregoing, Buyer must (i) report any visible damage to the Products to the carrier at time of delivery, and (ii) note the damage when signing for the Products. If Buyer fails to inspect or report any shortages, damages, or defects as required under this section, Buyer shall be deemed to have unqualifiedly accepted the Products. If Buyer rightfully rejects any Products under this section, Buyer's sole remedy shall be to return the Products pursuant to these Terms and Seller shall replace the Products with conforming Products or reimburse Buyer for the net invoice price of the Products, in Seller's sole discretion.

3. **Pricing and Payment.** All accounts are due and payable net thirty (30) days from date of invoice and shall be subject to the lesser of (i) a 1.5% per month late charge or (ii) the maximum amount allowed by law on any past due balance. Payments returned for non-sufficient funds shall be charged an additional \$30 fee. All payments must be made by check, money order, ACH or other approved electronic funds transfer (immediately available funds). Seller retains all rights to extend or remove credit for any reason, and to require Cash-On-Delivery or Cash-In-Advance. Payment shall not be subject to any right of set-off. Seller may require a deposit on special order items. All payments must be made in U.S. currency (dollars).

4. **Taxes and Other Charges.** All orders by Buyer shall be subject to applicable sales tax unless Buyer files a valid exempt certificate with Seller at the time of signing a sales quotation or making an order. In addition to the purchase price and sales tax, Buyer shall pay all other taxes (including without limitation, manufacturer's tax, occupation tax, use tax, excise tax, turnover or value-added taxes, duty, custom, inspection or testing fee, or any other tax, fee, interest, or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer) or similar charges associated with the purchase of the Products. In the event Seller is charged for such taxes or other charges, Buyer shall promptly reimburse Seller therefore.

5. **Price Adjustments.** All prices for Products shall be the prices in effect on the date of shipment. Seller may modify its pricing at any time.

6. **Warranty/Disclaimers.** Seller warrants that the Products shall conform to the description of such Products on its applicable estimate, quotation or written proposal to buyer. Except as expressly set out herein, all Products are sold on an "AS-IS" basis. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AND SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY INFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY OTHER WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.** Seller specifically disclaims any warranty relating to (a) the genetic makeup of the Products, (b) the performance of the Products, and (c) the absence of any defects relating to the Products. Any alteration, modification, abuse, neglect or misuse of the Products or use inconsistent with any instructions related to the Products or industry standards by any person or entity other than Seller shall void all Seller's obligations with respect to the limited warranties and remedies provided herein. The limited warranties provided herein are conditioned upon the proper storage and use of the Products. Semen based Products are biological products subject to many variables including

without limitation the health of the female animal and other factors that play a role in reproduction. Seller at no time guaranties conception, nor the quality of offspring to be obtained in the use of its Products. Upon any Products not conforming to the limited warranties provided herein, Buyer's sole remedy is the replacement or refund of the defective Products, such remedy to be provided in Seller's sole and absolute discretion.

7. **Limitation of Liability.** Buyer acknowledges that the price of the Products is predicated on the enforceability of the following limitation of liability, that the price would be substantially higher if Seller could not limit its liability as herein provided, and that Buyer accepts this limitation of liability in exchange for the lower price. **ACCORDINGLY, SELLER SHALL NOT BE LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ALTERNATIVE TORT REMEDIES, OR ANY OTHER THEORY OF LAW OR EQUITY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGE TO EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PROPERTY, CATTLE, PLANT, EQUIPMENT, SYSTEM, OR DOWNTIME COSTS. SELLER'S TOTAL AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE SPECIFIC PRODUCTS FROM WHICH ANY CLAIM OR DAMAGES MAY ARISE.**

8. **Liquid Nitrogen Notice.** All applicable Products shall be transferred from shipping tanks to Buyer's owned liquid nitrogen tanks immediately upon delivery. Buyer shall be solely responsible for establishing and maintaining Buyer's liquid nitrogen tanks, including without limitation the nitrogen levels and quality within such tanks. Seller may provide certain liquid nitrogen services to Buyer, PROVIDED, HOWEVER, that all such services are performed on an "AS-IS, WHERE-IS" basis with all faults and defects being the sole risk and responsibility of Buyer. Seller shall in no way be responsible for any loss or damages of any type, kind or nature, regardless of any theory of law, by providing any liquid nitrogen services to Buyer. All such services are provided without any warranty.

9. **Liens and Claims.** To the fullest extent allowable by law, Seller retains all lien rights and claims against property for supplying Products to Buyer. Buyer shall be fully responsible for all payments and claims if lien rights are found unenforceable for any reason. Upon full payment, Seller will release all lien claims against Buyer. Buyer hereby grants to Seller a security interest in all Products delivered to Buyer until such time as Seller is paid in full for such Products.

10. **Severability.** If any section of these Terms is held by a court of competent jurisdiction to be illegal, or unenforceable for any reason, such determination shall not affect the remainder of this order.

11. **Electronic Transactions.** The parties intend that these Terms can be electronically submitted and accepted, that the email addresses provided on any attached order or sales documents can be used to provide any required notice or communications, and that the electronic transactions provisions in Wis. Stat. Chapter 137 apply to this quotation.

12. **Emergency Product Allocation.** In the event of a shortage of any Products, as determined solely by Seller, Seller shall allocate sales of Products among purchasers in its sole discretion.

13. **Intellectual Property.** Seller retains all right, title and interest in and to all Products, design concepts, designs, drawings, specifications, samples, ideas, and materials, including any derivative works and works based on such items, and including all trade secret, trademark, copyright, patent, and all other intellectual property and proprietary rights therein, for anything it creates, develops, prepares, or sells either alone or jointly with any employees, agents, or subcontractors of Buyer, in the course of performing under these Terms (hereinafter the "Work Product"). Buyer agrees that it shall execute and cause its employees, agents, and subcontractors to execute all documents necessary or convenient to allow Seller to perfect Seller's interest in the Work Product. Buyer agrees not to reverse engineer any Work Product.