



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) and

Owner's Name: _____

Street Address: _____

City/State/ZIP Code: _____

Telephone: _____ Email: _____

referred to below 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 below agent of 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 signed by all owners.

Name of Agent: _____

Address: _____

Telephone: _____ Email: _____

1. The owner desires ShowMe to warehouse frozen biological products (whether semen or embryos) ("straws") in liquid nitrogen containers owned by ShowMe and pay for these services per the terms, rates, and fees in effect at the time of service.
2. Owner shall submit a form with each straw indicating the quantity and identity of straws the owner wishes ShowMe to warehouse at the time products are delivered to ShowMe. Any discrepancies between what was indicated to be received and what ShowMe received will be noted by ShowMe on the documentation. ShowMe will not be liable at any time for any improperly labeled or improperly packaged straws delivered to ShowMe (including typical breakage).
3. ShowMe may refuse to accept any straws that are damaged, improperly labeled or improperly packaged. ShowMe shall not be liable for any straws damaged in shipping. **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 straws to ShowMe. Owner shall tender straws to ShowMe only during ShowMe's posted business hours and tender all straws to ShowMe properly marked and packed for storage and handling. Owner represents and warrants that it is the owner of the straws and has all right and authority to store the same with ShowMe.
4. Owner's inventory will be warehoused and cared for utilizing standard industry practices for warehousing of semen products stored in liquid nitrogen, including inspection and identification of samples, and monitoring of storage tanks.
5. ShowMe will not, under any circumstances, be responsible for loss or damage to owner inventory. If owner determines the inventory being warehoused by ShowMe requires insurance, please plan with personal insurance provider for this coverage. ShowMe does not insure owner inventory.
6. Owner will be billed quarterly for all warehousing services, except in the case of past due accounts, which will be billed monthly until paid in full. The rate schedule as of the date hereof is set forth on Addendum A attached hereto and is subject to change without notice. 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. Accounts that are 60 days past due are subject to debt collection procedures in addition to finance charges. 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, shall be paid by owner. ShowMe shall have a lien on the straws 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 straws. ShowMe may refuse to accept any additional straws for any account that has a past due balance.
7. Accounts that are 120 days past due are subject to destroy notification and ultimately destruction of inventory. ShowMe will send owner a final notice indicating a destruction date at least 30 days prior to destruction.
8. Owner's account must be maintained in current status for shipments or transfers to be made. Shipment and transfer requests from owner inventory **must be made in writing**, dated, and signed by owner and shall be delivered to ShowMe no less than **ten (10)** business days prior to the requested delivery date.
9. All shipments requested by owner must be prepaid. Owner's frozen inventory will be shipped in ShowMe shipping containers and subject to shipping and handling charges. Shipping will be through UPS, FedEx, or other national overnight service. Call tags are sent for all UPS or FedEx shipments. Owner must, at owner's expense, return any shipping containers shipped through any service other than UPS or FedEx within ten (10) days or owner is subject to a fee for late returns. 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 shall not be liable for any delays, loss, or damage in transit. Delivery dates are approximate only. Owner shall provide ShowMe with prior written notice of the requested delivery location.

10. ShowMe makes no warranty of any kind, either express or implied, concerning owner's frozen inventory or ShowMe's services hereunder. SHOWME 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.

11. Owner agrees to waive any claim against ShowMe for liability arising out of any destruction, damage, or loss of owner's inventory, except to the extent resulting from ShowMe's gross negligence or willful misconduct. Owner agrees to insure straws at owner's expense. IN NO EVENT SHALL SHOWME 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 FOR ANY CLAIM SHALL NOT EXCEED THE STORAGE FEES PAID BY OWNER TO SHOWME 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'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.

12. Owner shall defend, indemnify, and hold ShowMe 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 may incur or be obligated to pay as a result of Owner's negligence or intentional misconduct or Owner's breach of any term or covenant.

13. ShowMe 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.

14. 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 the address set forth herein (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 straws. Any provision that, in order to give proper effect to its intent, should survive expiration or earlier termination, shall survive expiration or earlier termination.

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

The undersigned parties have respectively executed this agreement in duplicate on the date indicated below. **Typing my name below constitutes an electronic signature.**

Owner: _____ Date: _____

ShowMe Genetic Services, LLC: _____ Date: _____

ADDENDUM A

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: \$0.09/straw

5,001-10,000 straws: \$0.07/straw

10,001- 20,000 straws: \$0.06/straw

20,001+ straws: \$0.04/straw

1-20 Embryos: \$22.00

20+ Embryos: \$1.00/embryo

OTHER CHARGES

\$45.00 Handling fee on semen/embryo shipments plus shipping fees (based on UPS charges)

****Please sign contract on next page****

ShowMe Frozen Biological Product Warehousing Agreement 10/31/2023