

## General Terms & Conditions

The buyer ("Buyer") of goods, materials and/or services ("Products") from Minitube USA, Inc. or one of its affiliates (collectively, "Seller") acknowledges, understands and agrees that by accepting the Products it shall be bound by the Terms and Conditions set forth herein and that such Terms and Conditions shall be enforceable against Buyer by Seller. These Terms and Conditions, together with any terms and conditions of sale agreed upon by Buyer and Seller prior to the date hereof and not in conflict with the terms hereof, shall form the sole agreement (collectively, this "Agreement") under which Buyer shall purchase Products from Seller, and acceptance of any purchase order from Buyer is hereby made expressly conditional upon Buyer's acceptance of the terms and conditions contained herein.

### 1. APPLICABILITY

Buyer may place orders(s) with Seller for Seller products or services and all such orders will be governed solely by the terms and conditions contained in this Agreement, except when a previously written, mutually agreed upon agreement exist between the parties. Seller shall not be deemed to have waived the terms and conditions contained herein if it fails to object to provisions appearing on, incorporated by reference in, or attached to any Buyer order form, and those provisions are hereby expressly rejected. No contrary or additional terms or conditions contained in any Buyer order form shall apply unless agreed to in writing and signed by an authorized representative of Seller. Additionally, Seller reserves the right to reject any order submitted to it by Buyer. Seller reserves the right, at any time, without notice, to make changes to these general terms of sale.

### 2. DELIVERY

Unless otherwise expressly specified, all risk for loss or damage transfers to the Buyer when the order is supplied to the transit carrier at Seller's warehouse. Delivery shall be made within the time specified on Buyer's order or in accordance with Seller's quoted lead time and monthly delivery rate, whichever is later. Transportation charges shall be prepaid and Buyer shall reimburse Seller upon receipt of an invoice for such charges. Seller shall have the right to make early, accelerated and/or partial shipments in advance of the contractual delivery schedule, in its sole and absolute discretion.

### 3. INSPECTION

Buyer shall inspect and accept, or reject products delivered immediately upon receiving. In the event the products do not comply with the applicable Seller descriptions and/or specifications, the Buyer shall notify the Seller of such nonconformance and give the Seller a reasonable opportunity to correct any such nonconformance. The Buyer shall be deemed to have accepted any products delivered hereunder and to have waived any such nonconformance in the event Seller does not receive notification that the products delivered hereunder do not comply with the Seller's descriptions and/or specifications, within fifteen (15) days after the Buyer receives such products. Unless otherwise agreed, Buyer shall have no right to conduct inspection at Seller's facility. In the event the parties hereto mutually agree that Buyer may inspect Seller's product at Seller's facility, any such inspection shall be conducted with reasonable prior notice by Buyer to Seller and at reasonable times, on a non-interference basis, and such inspection shall not include the right to establish mandatory inspection points or enter proprietary or competition-sensitive areas of Seller's facility.

### 4. CHANGES

Seller at all times reserves the right, and is entitled in its sole discretion, to make changes, additions or improvements to the products being delivered under an order without liability or any obligation to incorporate such changes, additions or improvements into any item or product manufactured, sold or delivered prior to incorporation of the change, addition or improvement.

### 5. PRICES AND PAYMENTS

Prices and payments will be in United States dollars, and payment shall be made in United States currency. All orders are to be paid in full by credit card, check or wire transfer, prior to product shipping from Seller's warehouse. Buyer may obtain invoice terms of Net 30 days by completing a credit application. Pending credit approval, all orders will be paid as previously stated. Prices quoted are believed to be accurate; however, Seller reserves the right to correct any inadvertent errors in these prices prior to acceptance of the order. Buyer agrees upon request to furnish Seller such additional information (including financial statements) as is deemed necessary in the opinion of Seller to determine Buyer's financial condition for purposes of credit approval. Seller reserves the right to modify or withdraw credit terms at any time without notice and to require guarantees, security or payment in advance of the amount of credit involved. In the event payments are not made in a timely manner, Seller may, in addition to all other remedies provided at law, either: (1) declare Buyer's performance in breach and terminate this order for default; (2) withhold future shipments under this order until delinquent payments are made; (3) fulfill future orders with cash in advance or credit card terms even after the delinquency is cured; (4) charge interest on the delinquency at a rate of 1-1/2% per month for each month or part thereof of delinquency in payment; (5) recover all costs of collection including reasonable attorney's fees; and (6) at Seller's option combine any of the above rights and remedies as provided by law.

### 6. WARRANTY AND REMEDIES

Seller warrants that at time of delivery to Buyer, that the supplied goods are new, unused, and of the most current technical design and materials. Seller further warrants that all supplied goods shall have no defect arising from design, materials, or workmanship if used as prescribed and for the purpose they are intended/designed for.

This warranty shall remain valid for twelve (12) months after the goods have been delivered.

Buyer shall notify the supplier of any claims arising under this warranty promptly and in writing. Upon notification, Seller will remedy the defect(s) at no cost and within a reasonable period of time. It is the sole decision of the Seller, whether defective parts will be repaired or replaced. If required, the Buyer will return all suspected defective parts to the Seller within thirty (30) days after such discovery. Prior to return of the product to Seller, Buyer must obtain a Return Material Authorization (RMA) from Seller. The Buyer assumes all risk of loss or damage to all products in transit.

Defects due to normal wear, lack of regular maintenance or incorrect use are not covered by the warranty. Likewise, defects that do not impair the usability of the products are not included.

This warranty is nontransferable. Seller's exclusive liability under its warranty is to the original purchaser only.

Seller shall not be liable under this warranty if the Product has been exposed or subjected to:

- Any maintenance, repair, installation, handling, transportation, storage, operation or use which is improper or otherwise not in compliance with Seller's instruction; or
- Any alteration, modification or repair by anyone other than Seller or those specifically authorized by Seller; or
- Any accident, contamination, foreign object damage, abuse, neglect or negligence after delivery to Buyer; or
- Any damage precipitated by failure of a Seller supplied product not under warranty or by any product not supplied by Seller.

To comply with Minitube warehouse biosecurity regulations, the following items are NON-RETURNABLE under any circumstance; all porcine consumables, including but not limited to, artificial cervixes, collection cups, semen bags, filters, vat bags, semen extenders, semen tubes and bottles, labels, insemination catheters, breeding clamps and harnesses, gloves and lubricant. Any laboratory testing consumables that have entered a boar stud or sow farm, including but not limited to, microscope slides, slip covers, CASA chamber slides, pipettors and pipette tips. ALL RETURNS ORIGINATING FROM PORCINE FACILITIES MUST HAVE PRIOR APPROVAL FROM MINITUBE USA PERSONNEL AND HAVE A VALID RMA NUMBER. ANY ITEMS RETURNED WITHOUT AN RMA NUMBER CLEARLY VISIBLE ON THE OUTSIDE OF THE BOX WILL NOT BE ALLOWED TO BE UNLOADED FROM THE TRANSIT COMPANY AND WILL BE RETURNED TO SENDER.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND. NO EXTENSION OF THIS WARRANTY SHALL BE BINDING UPON SELLER UNLESS SET FORTH IN WRITING AND SIGNED BY SELLER'S AUTHORIZED REPRESENTATIVE.

### 7. EXCUSABLE DELAY

Seller shall be excused from delays in delivery and performance of other contractual obligations under this order caused by acts or omissions that are beyond the reasonable control and without the fault or negligence of Seller including but not limited to Government embargoes, blockades, seizure or freeze of assets, delays or refusals to grant an export license or the suspension or revocation thereof, or any other acts of any Government, fires, floods, severe weather conditions, or any other acts of God, quarantines, labor strikes or lockouts, riots, strife, insurrection, civil disobedience, war, material shortages or delays in deliveries to Seller by third parties. If the excusable delay circumstances extend for six months, either party may, at its option, terminate this order without penalty or liability and without being deemed in default or in breach thereof.

### 8. CANCELLATION

Buyer reserves the right to cancel any portion of this order affected by a default of Seller or any insolvency or suspension of Seller's operations or any petition filed or proceeding commenced by or against Seller under any state or federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors.

### 9. APPLICABLE LAW

This Agreement shall be interpreted in accordance with the laws of the jurisdiction in which the Seller's facility accepting the order hereunder is located, exclusive of any choice of law provisions. The Seller and Buyer expressly agree to exclude from this Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. AS A MATERIAL INDUCEMENT TO SELLER TO ENTER INTO THIS AGREEMENT, BUYER WAIVES THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

### 10. EXPORT

Seller shall be responsible for compliance with the export control laws and regulations of the U.S. Government, and when required by such laws and regulations shall obtain validated export and re-export licenses required for goods, services and technical data delivered under this order.

### 11. LIMITATION OF LIABILITY

Seller's liability on any claim for loss or damage arising out of, connected with, or resulting from an order, or from the performance or breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any product covered by or furnished under an order shall in no case exceed the price allocable to the product or part thereof which gives rise to the claim. In no event shall Seller be liable for consequential, punitive, special, or incidental damages or for lost profits, lost revenues, lost opportunity costs, costs of financing, or similar damages directly or indirectly arising from Products sold to Buyer.

### 12. NONDISCLOSURE AND NON-USE OF SELLERS INFORMATION

Buyer agrees that it will not use Seller's data for the manufacture or procurement of products which are the subject of this order or any similar products, or cause said products to be manufactured by or procured from any other source, or reproduce said data and information or otherwise appropriate them without the written authorization of the Seller. Buyer agrees that it will not disclose or make available to any third party any of Seller's data or other information pertaining to this order which is proprietary to Seller without obtaining Seller's prior written consent. The obligations of Buyer regarding Seller's confidential information will remain in force for a period of two years after the termination of this Agreement. Nothing in this Agreement will limit the protection available to trade secrets under applicable law.

### 13. PATENT INDEMNITY

Seller will indemnify, defend and hold Buyer harmless from any loss arising out of a claim by a third party that a Product violates any patent, trademark, copyright or other property rights of any person. Seller's indemnity shall not apply where infringement would not have occurred from the normal use for which the products were designed. Seller's liability for damages hereunder is limited to those computed solely on the value of any products sold to Buyer. In no event shall Seller be liable for consequential damages or costs applicable thereto. In the event of any claim that a product furnished hereunder infringes any United States patent, Seller may at its option and expense (a) procure for Buyer the right to continue using the product, or (b) replace or modify the product so that it becomes non-infringing, or (c) grant Buyer a credit for such product, less a reasonable depreciation for use, damage, and obsolescence upon its return to Seller. No responsibility is assumed for actual or alleged infringement of any foreign patent.

Buyer agrees to pay all costs and expenses incurred by Seller in its defense and the amount of any judgment against Seller, in any suit or proceeding against Seller based upon a claim of infringement, resulting solely from the Buyer combining any product furnished hereunder with any item not manufactured or furnished by Seller or from the sale or use of any such combination by Buyer. In the event any product to be furnished under this order is to be made in accordance with drawings, samples or manufacturing specifications designated by Buyer and is not the design of Seller, Buyer agrees to defend, indemnify and hold Seller harmless to the same extent and subject to the same requirements as set forth in Seller's obligation to Buyer as above. The above is in lieu of any other indemnity or warranty, expressed or implied by Seller.

### 14. SOFTWARE LICENSE

In the event that any software or software documentation is provided to Buyer by Seller in any form whatsoever under an order and no software license agreement governing this sale has been signed between Buyer and Seller, Buyer agrees to accept the terms and conditions stated below effective the date of the first delivery hereunder:

Subject to the terms and conditions herein, the Seller grants to Buyer a nonexclusive, nontransferable license to use the software or software documentation provided. The software license and rights granted by Seller to Buyer hereunder are personal to Buyer. The licensed software and documentation may not be sub-licensed, transferred, or loaned to any other party without the Seller's prior approval.

in writing of the transfer of the licensed software and documentation. Transfer of licensed software is contingent upon the third party's agreement to use and protect the confidentiality of the licensed software and documentation under the same or similar terms as those set forth in this software license.

Making copies of licensed software or documentation is prohibited.

Buyer agrees to utilize all licensed software and documentation only as authorized herein. Buyer may not either itself or with the assistance of others, make modifications to the licensed software and documentation, including, but not limited to, translating, decompiling, disassembling or reverse assembling, reverse engineering, creating derivative or merged works, or performing any other operation on licensed software and documentation to recover any portion of the program listing, object code or source code or any information contained therein.

Buyer agrees to accept and retain licensed software and documentation in confidence. Buyer agrees to take appropriate action by instruction, agreement or otherwise with Buyer's employees, or agents or other persons who are permitted access to licensed software and documentation as follows to inform said employees, agents or other persons who may come into contact with it of the confidential nature of licensed software and documentation; and to satisfy its obligations under this software license with respect to use, copying, and protection and security of licensed software and documentation.

Notwithstanding the warranties provided elsewhere herein, Buyer acknowledges that licensed software and documentation may require reasonable adjustment or refinement to suit Buyer's specific requirements. Buyer shall provide reasonable aid to Seller in accomplishing such adjustments and refinements. Such reasonable adjustments or refinements shall commence on the date of delivery and be provided by Seller to Buyer throughout product ownership.

This license and sale is subject to the laws and regulations, and other administrative acts, now or hereinafter in effect, of the United States and other governments and their departments and agencies relative to the exportation and/or re-exportation of licensed software and documentation. Buyer acknowledges that it will be responsible for compliance as necessary with such laws, regulations and administrative acts.

#### 15. OWNERSHIP OF INTELLECTUAL PROPERTY; SPECIAL TOOLING AND DATA

Except as specifically provided otherwise, this Agreement shall not grant either party any intellectual property rights, licenses or right to exploit or use, express or implied, in or to any portion of the Confidential Information or information of the other party. Unless otherwise agreed in writing, all material, software, data processes, equipment, facilities and special tooling, which term includes but is not limited to jigs, dies, fixtures, molds, patterns, special taps, special gages, special test equipment, other special equipment and manufacturing aids and replacements thereof, used in the manufacture of products covered by an order shall be and remain the property of Seller. Seller retains all rights, title and interest in drawings, engineering instructions, specifications, and all other written data, if any, furnished with the products.

#### 16. TAXES

The prices quoted for Products do not include sums necessary to cover any taxes or duties including but not limited to Federal, State, Municipal excise, sales or use taxes or import duties upon the production, sales, distribution, or delivery of goods or furnishing of services hereunder. When delivery of Product occurs within the state of Wisconsin, State taxes will be invoiced to Buyer unless Seller is provided with a government issued tax exemption document issued to Buyer. Any taxes or duties that are due and owing hereunder shall be paid by the Buyer. Accordingly, Seller reserves the right to revise its price after the execution of this order between the parties to include any and all taxes or duties that may become due hereunder and Seller may invoice Buyer for said additional amount. This clause shall survive the acceptance and complete performance of this order by the parties herein.

#### 17. WAIVER

Failure by Seller to assert all or any of its rights upon any breach of this order shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment or service. No waiver of any right shall extend to or affect any other right Seller may possess, nor shall such waiver extend to any subsequent similar or dissimilar breach.

#### 18. NO AGENCY OR PARTNERSHIP; THIRD PARTIES

Neither party is the agent or representative of the other. Nothing in this Agreement will be construed to create an agency, partnership or joint venture between the parties. Except as herein expressly provided to the contrary, the provisions of this order are for the benefit of the parties to the order and not for the benefit of any other person.



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