



Term of Agreement

1. The agreement

This agreement (hereinafter referred to as the "Agreement") has been made between CRYOS INDIA International – India Pvt. Ltd., Mumbai, India (hereinafter referred to as "CRYOS INDIA") and the female to be inseminated and/or any spouse or partner (hereinafter referred to as the "Recipient"). CRYOS INDIA and the Recipient are jointly referred to as the "Parties".

The Agreement is made as a condition for the Recipient's order of donor semen (hereinafter referred to as the "Semen") and regulates the Parties legal position unless the Parties have entered into another written agreement.

The Agreement also applies to the Parties agreements regarding reservation of Semen or delivery of the Semen, including transportation of the Semen as well as the Parties legal position in the event of damage to the Semen's packaging.

When the Recipient submits the order of Semen CRYOS INDIA will send a confirmation by e-mail to the Recipient. It is recommended that the Recipient prints out all received information on paper or any other lasting media. If the Recipient does not have an e-mail address, such information will be sent by regular mail.

2. The Semen

Products available from CRYOS INDIA to the Recipient are stated on CRYOS INDIA' website.

It must be specified that the products in question, thus also the Semen referred to in this agreement, must be treated according to the specifications enclosed with the Semen. It is thus emphasized that the Recipient must follow the specifications, as well as care for the condition of the Semen.

Regardless if the Recipient follows the above-mentioned provisions, CRYOS INDIA cannot guarantee that a pregnancy is achieved cf. also this Agreement section 12.

Semen is reserved in accordance with the Agreement section 4.

Semen is transported to the Recipient in accordance with the Agreement section 7.

3. Prices and payment.

The Recipient pays CRYOS INDIA the total purchase price for the Semen including any reservation, transport, and insurance costs, etc. when entering into the Agreement.

4. Reservations

If the Recipient has reserved Semen the following applies:

Semen is reserved for the period of time paid for by the Recipient. The reservation period can always be extended.

Circumstances which occur during the selected time period due to unforeseen events and which result in damage or loss of the reserved Semen or which renders delivery of the reserved Semen impossible will not be compensated. Other circumstances or accidents which CRYOS INDIA is responsible for will be compensated with an amount corresponding to the Semen's purchase price and the remaining period of the selected time period. Other possible losses for the Recipient will not be compensated.

The Recipient can cancel the reservation at any time in writing and the Recipient has, at the time of the cancellation of the reservation, the right to claim back payment for the purchase price of the Semen - less 10% for Semen located at CRYOS INDIA'. Payment for the reservation period cannot be refunded in case of cancellation or if all the Semen has been delivered before the reservation period ends.

5. Nitrogen tanks/boxes

The Recipient must return the nitrogen tank/box without undue delay and within 3 working days after delivery has taken place. If the nitrogen tank/box has not been returned to CRYOS INDIA within 7 days after delivery has taken place CRYOS INDIA is entitled to demand a weekly rent (at present INR 1000 per commenced week) from the Recipient.

The Recipient is responsible for returning the nitrogen tank/box in time to CRYOS INDIA and in the same condition as the time of delivery.

CRYOS INDIA is entitled to claim an estimated amount for any damage to or loss of the nitrogen tank/box from the Recipient.

6. Property right

Delivered Semen and nitrogen tanks/boxes remain the property of CRYOS INDIA until CRYOS INDIA has received full payment from the Recipient of the total agreed purchase price.

7. Delivery terms

The Semen is delivered to the delivery address specified in the order. CRYOS INDIA takes for granted that the receiver of the Semen is a doctor/MD or any other person who is authorized to perform therapeutic insemination with donor semen.

If CRYOS INDIA receives a Delivery Authorization from a doctor/MD or person authorized to perform therapeutic insemination with donor semen, delivery will be to the address specified in the Delivery Authorization. If the Delivery Authorisation is signed by other persons than a doctor/MD, documentation that the person signing the Delivery Authorization is authorized to perform therapeutic insemination with donor semen must be enclosed with the Delivery Authorization. CRYOS INDIA

reserves the right to reject any Delivery Authorization if CRYOS INDIA considers the documentation insufficient.

CRYOS INDIA bears the risk of the Semen's accidental destruction or deterioration until delivery has taken place. Delivery has taken place when the Semen has been handed over to an independent carrier.

The Parties rights and obligations are regulated by Incoterms 2000 DDU – Duty Delivered Unpaid.

On the assumption that CRYOS INDIA receives the above mentioned Delivery Authorization and documentation and if delivery is possible to the Recipient, the Recipient may choose to pick up the ordered Semen from CRYOS INDIA. If the Recipient wishes to pick up the Semen, CRYOS INDIA only bears the risk for the Semen until the Semen has been handed over to the Recipient.

Doctors/MDs or other persons authorized to perform therapeutic insemination with donor semen may also pick up Semen at CRYOS INDIA.

8. Pregnancy registration

In consideration of the current quotas regarding number of pregnancies/children per donor, the Recipient is obligated to inform CRYOS INDIA within 3 months from delivery if the Semen has resulted in a pregnancy. The Recipient must also inform CRYOS INDIA if the pregnancy is a sibling (the Recipient already has a child from the same donor). If the pregnancy is terminated (spontaneous abortion, extrauterine pregnancy or stillborn) the Recipient is also obligated to inform CRYOS INDIA.

Pregnancies can be registered on CRYOS INDIA' website under the Private section with the use of the current order number. It is also possible to send the information (order number, donor, Recipient name and address) by letter, fax, e-mail or phone to CRYOS INDIA.

When entering into this Agreement the Recipient accepts that CRYOS INDIA is entitled to continue contacting the Recipient until the result of the treatment has been registered. If, due to the relationship of the Recipient, it is not possible to register the result of the treatment CRYOS INDIA is entitled to seek information from the clinic where the Semen was delivered.

9. Fault and deficiencies

When the Semen is received from the carrier the receiver is obligated to examine the shipment for any fault and deficiencies which may have occurred during transport. If the shipment has been damaged during transport, the receiver is obligated to complain about any such damages directly to the carrier.

The Recipient is aware of the fact that the Semen is a fragile product and thus it must be strongly emphasized to the Recipient that the Semen's durability is dependant on the storage facility and that the Semen may be unusable if left thawed. The Recipient has also been informed that, for safety reasons, the Semen cannot be returned if the seal has been broken.

If the Semen has any fault or deficiencies which were not visible when the Recipient received the Semen, the Recipient must inform CRYOS INDIA within 7 days after the fault or deficiency has been discovered by the Recipient and not later than 14 days after delivery has taken place. Otherwise the Recipient loses the right to claim the fault or deficiency.

CRYOS INDIA is only responsible for damage to the Semen if the damage is due to fault, deficiencies or neglect caused by CRYOS INDIA.

10. The Recipients remedy for lack of conformity

If the Recipient has informed CRYOS INDIA, in writing and in time, of any existing fault or deficiencies for which CRYOS INDIA is responsible, CRYOS INDIA will replace the Semen. If CRYOS INDIA replaces the Semen within reasonable time, the Recipient cannot demand a reduction of the purchase price or cancel the Agreement.

The recipient cannot exercise a remedy for lack of conformity, when the Recipient has broken the seal as CRYOS INDIA cannot use the Semen due to safety reasons.

11. Delay

If the Semen is not delivered on time the Recipient loses the right to claim damages for delay if the delay is due to the Recipient's relationship or circumstances for which the Recipient bears the risk including delay from the carrier.

If the delivery is delayed due to circumstances at CRYOS INDIA and the Recipient wishes to cancel the Agreement in that connection, the Recipient has an obligation to return the Semen immediately so that it is received by CRYOS INDIA no later than 3 days after the Semen was shipped from CRYOS INDIA for dry ice shipments and not later than 7 days after the Semen was shipped from CRYOS INDIA for liquid nitrogen shipments.

If the Recipient has broken the seal the Recipient cannot claim damages for delay.

12. Other damages

CRYOS INDIA does not guarantee that treatment with the Semen will result in a pregnancy or if it does result in a pregnancy that the pregnancy will result in the birth of a healthy and viable child or children.

CRYOS INDIA disclaims all responsibility for any other circumstances including, but not limited to, fertility treatment, unwanted pregnancy, multiple pregnancies, spontaneous abortion, extrauterine pregnancy, stillborn, expenses for medicine, transport and travel expenses, accommodation, loss of sales or income, loss of time or other direct or indirect expenses which may be the result of delays, fault or deficiencies whether CRYOS INDIA is responsible for this or not. This also includes circumstances caused by force majeure or other circumstances which are outside CRYOS INDIA influence such as strikes, lockouts, transport difficulties, goods retained at customs, confiscation, war or civil unrest, vandalism, terrorism, radioactivity or natural disasters. CRYOS INDIA disclaims all responsibility for damage to real property or personal property. CRYOS INDIA disclaims all

responsibility for damage caused by frozen semen, dry ice, or nitrogen such as leakage, spillage, loss or damaged caused by storage of nitrogen under pressure. CRYOS INDIA disclaims all responsibility for any damaged which may be the result of a transmitted diseases or unwanted or unknown hereditary conditions contained in the Semen.

Despite the examination of an extensive number of conditions and diseases in both the donor as well as the Semen there is always a minimal risk that HIV and other infectious or hereditary diseases are transmitted during therapeutic treatment with donor semen.

13. Anonymity

The Recipient guarantees that no attempts will be made to seek information or contact the semen donor in any way.

If, regardless of this, the Recipient initiates a search for the semen donor the Recipient is obligated to exempt CRYOS INDIA from any demand which may be claimed from CRYOS INDIA regardless of whether the search, directly or indirectly, has been the cause of tracing the semen donor.

If the donor is non-anonymous, CRYOS INDIA confirms that the identity can be disclosed to child/children once they have reached the age of 18 if they can document or render probable that they are the result of treatment with semen from a specific non-anonymous donor from CRYOS INDIA.

14. Parent declaration

The Recipient guarantees to claim parenthood and to look after and consider the child/children which may be the result of treatment with Semen according to the Agreement, as their own child/children.

15. Right of cancellation

The Recipient is entitled to cancel the order as long as the shipment has not taken place. The Recipient must inform CRYOS INDIA in writing that the Recipient wishes to make use of the right of cancellation.

CRYOS INDIA will repay the Recipient, no later than 30 days after cancellation.

CRYOS INDIA is entitled to deduct any expenses from the amount repayable to the Recipient including, but not limited to freight charges, transport insurance, etc.

16. Refusal

Except for reserved Semen CRYOS INDIA reserves the right to refuse the Agreement until delivery has taken place, without objection from the Recipient and regardless of the cause. If CRYOS INDIA refuses the Agreement CRYOS INDIA must inform the Recipient of this without undue delay. If CRYOS INDIA refuses the Agreement, CRYOS INDIA must repay any amount in this Agreement which has not been delivered.

17. Disputes

Any dispute between the Parties which may originate from the Agreement must be sought resolved by means of negotiation after which the Parties are obligated to try to find an amicable solution.

If the Parties cannot reach an agreement through negotiation not later than 6 weeks after commencement of the negotiations, each Part is entitled to hand over the case for the decision of the ordinary courts.

This is provided that it has been specifically agreed between the Parties that the case must be decided according to general rules of Indian law regardless that international choice-of-law rules may give rise to another choice-of law. This is also provided that it has been specifically agreed between the Parties that proper forum is the District Court of Mumbai.

18. Legal age

I(we), the Recipient(s), declare that I(we) am(are) of legal age.