

TERMS AND CONDITIONS

These terms and conditions (the “**Terms**”) govern (a) the purchase, sale and use of all bovine related products and services offered by Genus Australia Limited or its affiliates (“**ABS**”), including without limitation, bovines, semen, and embryos (“**Germplasm**”), udder care products, breeding certificates, breeding services, genetic management services, reproductive management services, and insemination or implantation services (together with Germplasm, the “**Products**”), and (b) any license to use the genetic materials contained in or derived from the Germplasm (in whole or in part) or its progeny, including any DNA, RNA, protein or other molecular or hereditary materials (“**Genetic Materials**”). Please read these Terms carefully, as your use or purchase, or your employees’ or representatives’ use or purchase on your behalf (collectively or individually, “**you**”), of ABS Products constitutes your confirmation and agreement to follow and be bound by these Terms. ABS reserves the right to make changes to these Terms from time to time.

PURCHASE & SHIPPING. By placing an order for Products you confirm that you are authorized to make the purchase. All sales are final, cannot be canceled, and are non-refundable, unless otherwise noted in these Terms. All orders are subject to acceptance by ABS and availability at time of shipment. You certify that the parents of any animal you purchase breeding certificates for are the genuine parents of such animal. Payment terms are 30 days from date of invoice. Export of Products is prohibited without prior written consent of ABS. Payment of sales tax is your responsibility and shall be applied to orders in accordance with all applicable tax laws. Due to varying regional tax laws, any tax which appears on your order form is an estimate and the actual tax assessed will appear on your invoice. All Products shall ship Incoterms 2010 CPT (first carrier) to the location indicated in the order. Except as set forth in these Terms with respect to the Genetic Materials, title to the Products will pass to the customer at first carrier.

USE. ABS Products are approved for animal agriculture use only. Your purchase of Germplasm is subject to a non-exclusive, non-transferable, non-sublicensable, limited, revocable license to use the Genetic Materials subject to the following restrictions:

Germplasm may only be used in animals owned or leased by you with the intent to produce offspring for use in a commercial beef or dairy operation. Sexed semen may be used solely for single artificial insemination of a single bovine, with the intent to produce a single offspring. You may not sell or transfer Germplasm to any third-party, or use or analyze Germplasm for the benefit of any third-party, without the prior written consent of ABS.

Except as set forth in these terms, you shall not sell, lease or otherwise transfer to any third-party any male offspring derived from germplasm (whether born or unborn) (“Breeding Bulls”), except for slaughter, or sell any semen from breeding bulls to any third-party without the prior written consent of ABS. Nothing in these terms restricts your use of breeding bulls for natural matings within your herd.

All rights in the Genetic Material not expressly granted hereunder are reserved by ABS. All other uses of the Genetic Materials are strictly prohibited without the prior written consent of ABS, including (without limitation) genotyping, sequencing, cloning, genome editing, genetic analysis or manipulation, use in public or private research programs, production of animals for the purpose of collecting and selling their semen, or for any other research or development use. Your purchase, receipt, or use of germplasm from those bulls identified as Icon Sires™ is subject to the terms and conditions of the Icon Sires™ program which can be found on the ABS Global, Inc. website.

WARRANTIES AND LIABILITY. ABS warrants that the Germplasm conforms to the description on the individual straw or ampule it is packaged in. Except as otherwise set out in these Terms, all Products sold by ABS are sold **"AS IS". ABS SPECIFICALLY GIVES NO WARRANTY OF MERCHANTABILITY, HEALTH, OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS SPECIFICALLY STATED IN THESE TERMS AND TO THE EXTENT ALLOWABLE BY LAW, ALL OTHER WARRANTIES ARE DISCLAIMED.** ABS specifically disclaims any warranty of (a) the genetic make-up of the Product; (b) the performance of the Product, or the characteristics or performance of the offspring of the Product; and (c) the absence of pathogens from the Product. The warranty described above is contingent upon the proper use by you of the Products in line with industry standards and in compliance with these Terms, and does not cover any Products which have been modified in any manner or subject to abuse, neglect, misuse or alteration. If a Product offered by ABS itself is not as described under such warranty, your sole remedy is to return it in unused condition and a credit up to the purchase price of the Product will be issued to your account. ABS attempts to be as accurate as possible in its Product descriptions. However ABS does not warrant that Product descriptions, marketing materials, website content, or other documentation or information related to the Products is accurate, complete, reliable, current, or error-free.

LIABILITY DISCLAIMER: ABS, ITS AFFILIATES, AND EACH OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, AND DISTRIBUTORS (“ABS PARTIES”) ENTIRE LIABILITY ON ANY CLAIM ARISING FROM OR RELATED TO THE PRODUCTS (WHETHER FROM BREACH OF WARRANTY, CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR FIDUCIARY DUTY) SHALL NOT EXCEED THE PURCHASE PRICE PAID TO ABS FOR THE PRODUCTS THAT ALLEGEDLY CAUSED THE LOSS, OR IF ABS SO ELECTS, REPLACEMENT OF THE PRODUCT. IN NO EVENT SHALL ANY ABS PARTY BE LIABLE FOR INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR MULTIPLIED DAMAGES OR LOST PROFITS SUSTAINED BY YOU OR ANY OTHER PERSON, OR FOR ANY FAILURE OF COWS TO CALVE. YOU AGREE NOT TO ASSERT ANY NON-CONTRACTUAL CLAIM ARISING UNDER STATE LAW ARISING FROM OR RELATED TO YOUR PURCHASE OR USE OF ANY PRODUCT. HAVING THE EXPERTISE AND KNOWLEDGE IN THE INTENDED USE AND CARE OF THE PRODUCTS, YOU ASSUME ALL RISK AND LIABILITY ARISING FROM OR RELATED TO YOUR USE, HANDLING, OR STORAGE OF THE PRODUCTS OR RELATED TO DEFECTS IN ANY STORAGE CONTAINERS OR TANKS CONTAINING PRODUCTS.

Liquid Nitrogen Notice – You are responsible for monitoring your liquid nitrogen storage tank levels and tank operation at all times. ABS may provide liquid nitrogen services to customers as an ancillary service. Such services are provided on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, the ABS Parties shall not be responsible for any loss and/or damages, direct or indirect, arising out of contract, tort, or fiduciary duty by providing liquid nitrogen to you. To the extent allowable by law, all liability for the supply, maintenance, or servicing of liquid nitrogen storage tanks is expressly disclaimed by ABS Parties.

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INDEMNITY. You agree to defend, indemnify and hold all ABS Parties harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys’ fees, in any way arising from, related to or in connection with (a) your use of ABS Products; (b) your breach or alleged breach of these Terms; (c) your violation of any third-party right, including any intellectual property right, publicity, confidentiality, property or privacy right; (d) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including all regulatory, administrative and legislative authorities; and (e) any misrepresentation made by you.

TRADEMARKS. Trademarks, logos and service marks displayed on ABS materials, Products, websites, or elsewhere as authorized by ABS are registered and unregistered trademarks of ABS (“**ABS Marks**”). No license or right to use any ABS Mark is granted by these Terms. Use of the ABS Marks by you is prohibited.

DATA & SOFTWARE. Some Products allow you to download ABS owned or licensed software (“**Software**”) onto your computer or device, which may update automatically. ABS grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Software, solely in connection with the Products. To the extent any component of the Software is offered under a third-party sub-license, you must use that Software in compliance with the terms and policies of the third-party supplier, in addition to these Terms. Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Software or Products, attempt to do so, or assist anyone in doing so. As part of ABS’s effort to continually improve its Product offerings, ABS employees or Distributors may collect data or information, including herd performance data, from your technology systems (“**Data**”). By permitting ABS employees or Distributors to access your Data, you grant ABS a non-exclusive, perpetual, irrevocable, royalty-free, transferable, worldwide license to use the Data for ABS business purposes. ABS understands that maintaining anonymity of your Data is important to your business operations, and will not use your Data in a way that discloses your individual identifying information to the public. Any data, reports, information or intellectual property created, generated or discovered by ABS from the Data (individually or in aggregate) is the sole property of ABS, and no ownership rights in such data, reports, information or intellectual property shall transfer to you or any third-party.

COMPLIANCE WITH LAWS. You agree to comply with all applicable laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including all regulatory, administrative and legislative authorities, including without limitation any anti-corruption and bribery law, policy or regulation, in connection with your purchase or use of the Products and in your dealings with ABS.

GOVERNING LAW. These Terms are governed by and construed in accordance with the laws of Victoria, Australia. You irrevocably submit to the exclusive jurisdiction of the Federal and State Courts of Victoria, Australia over any claim or matter arising out of or related to these Terms or your purchase or use of ABS products.

WAIVER, SEVERABILITY & ASSIGNMENT. ABS’s failure to enforce any provision of the Terms is not a waiver of its right to do so later. If a provision is found unenforceable or invalid for any reason, the remaining provisions of the Terms will remain in full force and effect. You may not assign any of your rights under these Terms, and any such attempt shall be void. ABS may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with ABS.

MODIFICATION. ABS may revise these Terms from time to time, and will post the most current version on our website. You are bound by any revision and should review these Terms periodically. If any provision of these Terms is deemed invalid, void, or unenforceable for any reason, that provision shall be severed and shall not affect the validity or enforceability of any remaining provision, and the parties shall substitute for the invalid provision a provision that most closely approximates the intent and economic effect of the invalid provision.

ENTIRE AGREEMENT & INTERPRETATION. These Terms constitute the entire agreement between you and ABS, and supersede and replace any agreement, terms and conditions, or your purchase order or other ordering document related to the Products, except to the extent that such agreement is in writing, signed by both you and ABS (“**Written Contract**”). To the extent that the terms of a Written Contract conflict with these Terms, the terms of the Written Contract shall prevail. In the event these Terms differ from terms and conditions on ABS printed forms, these Terms shall prevail. In these Terms, the word “including” shall be deemed to be followed by the words “without limitation.” If these Terms have been translated from English into any other language, and there is a conflict between the English version and the translation, the English language version shall prevail.