

GENERAL AUCTION CONDITIONS

WWW.EMBRYOSALE.COM

1. General

- 1.1. These Auction Conditions shall apply between A.L.H. Genetics (hereinafter also referred to as: the Organiser) and the potential Sellers and Purchasers, hereinafter also referred to jointly as: the Participants, in relation to embryos offered in the auction Embryosale.com, as well as to all contracts arising therefrom.
- 1.2. The General Terms and Conditions of the Organiser in its capacity as Seller shall apply to all its services and activities.
- 1.3. The General Auction Conditions as well as the General Terms and Conditions will in any case be made available to the Participants electronically. The Participants shall explicitly accept them, and shall have the possibility to download them for the purpose of later inspection. By participating, the Participants accept these General Auction Conditions and General Terms and Conditions, and the Participants shall be deemed to have taken note of the aforementioned conditions.
- 1.4. The Organiser will be entitled to amend or add to these General Auction Conditions unilaterally. The Organiser will notify the Participants to this effect.
- 1.5. If different General Auction Conditions are agreed for a special case, these General Auction Conditions will remain applicable for the rest.
- 1.6. If different General Auction Conditions are tolerated for a special case, this will not have any effect as a precedent and the Purchaser cannot derive any right from this for the future.
- 1.7. Exclusively these General Auction Conditions, together with the General Terms and Conditions of the Organiser, shall apply to all offers, services, products and contracts of and with the Organiser, irrespective of any (previous) reference by the Participants to their own or other general (auction) conditions. The Organiser explicitly rejects the general (auction) conditions declared applicable by the Participants and has consequently never accepted them.
- 1.8. If a provision of these General Auction Conditions is wholly or partially void or voided, the remaining provisions shall remain fully in force. The Organiser and Participants will agree to replace the void or voidable provision by a provision they would have agreed if they had known about the voidness or voidability.

2. Offer

- 2.1. Each embryo packet is provided with a unique auction number, and will be available for the period indicated on the site www.embryosale.com. The offer will be continuously supplemented by new auction numbers.
- 2.2. The Organiser facilitates the (online) auctions and shall not be liable under any circumstances for guarantees given by the Seller or for disputes arising from contracts of purchase and sale between the Purchaser and Seller that relate to transactions via the auction.
- 2.3. It is prohibited as Seller to sell the offer privately in the time between the offer and the closing of the auction.
- 2.4. The Seller guarantees that the embryos have been Category 1 frozen, with the exception of IVF embryos.
- 2.5. The Seller must guarantee the quality according to the rules of recognised ET specialists.
- 2.6. Above 10 or more embryos implanted, the Seller will guarantee 50% pregnancy rate.

3. The auction

- 3.1. The auction is a continuous 24/7 online embryo sale.
- 3.2. The auction is conducted by sale to the highest bidder.
- 3.3. The bid price is per embryo. If a packet contains 4 embryos and the price is €500, the total price for the packet will thus be €2,000.
- 3.4. When an increased bid is made, the amounts must be increased by at least €50 per bid, unless the Organiser decides otherwise.
- 3.5. It is possible to make a maximum bid. In case of bidding by others, your bid will be increased automatically until your maximum bid has been reached.
- 3.6. The Organiser will be entitled, without stating reasons, to admit Participants to the auction or not, not to auction off one or more embryos, not to recognise a bid and declare it invalid and to suspend, resume or cancel the auction and to take measures which are necessary in its opinion.
- 3.7. In order to allow the auction to run smoothly, unique bid numbers are used which the Purchaser receives by e-mail on registering via 'generate account'. At the time the Organiser issues the bid number and password, all necessary details will have been recorded. The bid number and password will be sent to the Purchaser by e-mail. This unique bid number can be used for all auction numbers offered at the auction. When you make bids, your name will not be made known on the auction screen.
- 3.8. Each bid a Purchaser makes shall be unconditional and irrevocable, and cannot be withdrawn. Each Purchaser is considered to be bidding for him/herself and shall be bound by his/her bid until a higher bid is accepted. The next highest bidder must maintain his/her bid in case the highest bid is invalidated or is not maintained, which can be done exclusively by the Organiser.

3.9.The Organiser will have the right to correct inaccuracies in statements made orally and in writing on its behalf, and errors made otherwise, during the auction or not, without this leading to any liability.

4. Award

4.1.The embryos will be awarded as soon as the price is adequate for the Seller. The Purchaser will be informed by e-mail that he/she has become the owner of the auction number in question.

4.2.When two bidders have left the same adequate bid, the embryos will be awarded to the first bidder in time.

4.3.After the award, the 'send' button on the website next to the sold auction number will disappear and be replaced by 'sold'. It will then no longer be possible to bid on the auction number. The bid number of the Purchaser and the selling price will still be mentioned on the auction screen until the auction number in question has been deleted from www.embryosale.com.

5. Bull contracts

5.1.If the auction number is sold with a bull contract, this will be noted down on the pedigree of the embryo donor. In conformity with the veterinary and genetic conditions set on AI bulls, the Purchaser is required to return the first-choice bull born from this combination to the Seller. The Seller also has an option on all bull calves that are born of this combination.

6. Delivery/ Transport

6.1.The risk of the embryo shall pass from Seller to Purchaser after the award.

6.2.Within the Netherlands, the embryos shall be delivered carriage paid to the Purchaser or the latter's ET specialist.

6.3.Outside the Netherlands, the costs and risks of export shall be payable by the Purchaser.

6.4.The Seller must ensure that all embryos are suitable for export according to the EU Directives.

6.5.Under the auction number, during the auction it will also be stated whether they are available only to the EU or for worldwide export.

6.6.Purchasers whose embryos need to be exported must make this known to the Organiser immediately after the auction. The export will be arranged through the intervention of the Organiser. The Purchaser will bear the expense and risk of actually getting them ready for transport and export.

7. Retention of title and payment

7.1.The sold embryo will remain the property of the Seller until the full amount including all costs has been credited to the Organiser's account.

7.2.The offered price is exclusive of the commission due for the auction, costs of transport and 9% VAT. The commission for the auction charged to the Purchaser amounts to 8% of the offered price.

7.3.After the award, the Purchaser will receive an invoice for the total purchase price, and this must be paid within 14 days of the invoice date.

7.4.If the Purchaser does not pay the amounts due in time, without any demand or notice of default being required, in addition to the statutory (commercial) interest, the Purchaser shall owe contractual interest at a rate of 1% per month on the outstanding amount. If the Purchaser fails to pay the claim after a demand or notice of default, the Organiser may turn over the claim for collection, in which case, in addition to the total amount due at the time, the Purchaser shall have to compensate all judicial and extrajudicial costs, including costs charged by external experts plus the costs determined at law.

7.5.The payments made by the Purchaser will first serve to pay all interest and costs due, and subsequently the longest outstanding due and payable invoices, even if the other party states that they relate to a later invoice.

8. Liability

8.1.The Organiser excludes any and all liability with respect to Participants and third parties, to the extent allowed by law and if this article does not provide otherwise.

8.2.The Organiser and the website provider shall not be liable for (printing) errors on the website. The correctness of the information relating to the embryos offered on the website is at the risk and on the responsibility of the Seller. The Organiser shall not be liable if an embryo listed in the auction catalogue is ultimately not offered at the auction.

8.3.The Organiser shall not be liable for any form of damage and/or loss, direct or indirect, that is caused before, during and/or after the auction by persons, items of property, animals and/or machines, unless this damage and/or loss arises through a deliberate act or omission or gross negligence of the Organiser.

8.4.The Organiser excludes any and all liability in relation to the (health) condition of the embryos to be auctioned.

8.5.The Organiser can never be held liable for consequential loss.

8.6.Should the Organiser be liable, its liability – in so far as this is covered by its liability insurance – shall be limited to the amount of the payment made by the insurer, plus the excess. If the insurer does not proceed to pay in any case, or the loss is not covered by the insurance, the Organiser's liability shall be limited to the purchase price of the item of property in question.

9. Breach of contract

9.1. If the sale between Participants is legally terminated or nullified, the Participants will remain obliged to fulfil all their payment obligations to the Organiser specified in these auction conditions, in so far as they concern a payment for the benefit of the Organiser.

10. Final provisions

10.1. All legal relationships with A.L.H. Genetics B.V. in these General Auction Conditions shall be governed by Netherlands Law.

10.2. Application of the Vienna Sales Convention 1980 shall be excluded.

10.3. All disputes arising from any legal relationship with A.L.H. Genetics B.V. shall be brought in the first instance before the North Netherlands District Court, location Leeuwarden. This concerns a choice of forum within the meaning of Article 17 of the Convention on Jurisdiction and the Enforcement of Judgements in Civil and Commercial Matters (Brussels Convention).

10.4. In case of a dispute over the contents or purport of these General Auction Conditions, the Dutch text shall be decisive.