



BIO GENETICS CORPORATION

FDA Registered • Licensed by New York State Department of Health • Licensed by New Jersey Department of Health (CLIA)
1130 Route 22 West <> Mountainside, New Jersey 07092 <> 908-654-8836 <> 800-637-7776 <> Fax 908-232-2114

CONFIRMATION ONLY AFTER ORDER PLACED BY PHONE MUST BE SUBMITTED WITH EACH ORDER

WHEN ORDER IS PLACED BY A PHYSICIAN

Physician/Medical Facility Name: _____

Physician/Medical Facility Address: _____

Phone: _____ FAX Number: _____

Donor number ordered: _____ **Number of vials ordered:** _____

Delivery Date (Date Needed): _____ **Recipient Initials:** _____

Ordered by _____ Date _____

WHEN ORDER IS PLACED BY A RECIPIENT

Recipient Name: _____

Recipient Address: _____

Day Phone: _____ *Evening Phone:* _____ *Cell Phone:* _____

Fax: _____

Donor number ordered: _____ ***Number of vials ordered:*** _____

Delivery Date (Date Needed): _____

TO BE DELIVERED TO RECEIVING FACILITY

Name and **Exact** Shipping or Delivery Address: _____

Contact Person at Receiving Facility: _____ PHONE NUMBER: _____

Shipments/Deliveries will be held until this form is completed and received at BioGenetics.

Recipient's placing order Page 2 must be completed each time an order is placed.

After completion, please return to BioGenetics via FAX or Overnight mailing service.

FAX NUMBER: (908) 232-2114 MAILING ADDRESS: 1130 Route 22 West Mountainside, NJ 07092

Page 2 of Phone Confirmation

TERMS AND CONDITIONS OF SALE AND SERVICES

THERAPEUTIC ASSISTED REPRODUCTION BY CRYOPRESERVED DONOR SPERM

1. This Rider is in addition to the terms and conditions of the agreement previously entered into by the parties known as "Recipient Acknowledgment Form for Therapeutic Assisted Reproduction By Cryopreserved Donor Sperm." This Rider may not be altered, amended or changed other than by a writing signed by BioGenetics. This Rider shall be construed and interpreted in accordance with the laws of the State of New Jersey. The parties hereto consent to the exclusive jurisdiction and venue in Union County, New Jersey.
2. For all purposes of this Rider, the term "Recipient" shall include (a) Recipient, (b) Recipient's spouse or partner, if any, and (c) all relatives of Recipient, whether blood, marriage or adoption.
3. The undersigned Recipient understands that any revision or cancellation of this order can only be accepted in writing via mail or fax, 48 hours prior to the delivery date requested. No other form or communication will be acceptable to BioGenetics. Confirmation by phone will follow all fax orders whether mailed or faxed to BioGenetics. Confirmation by phone will follow all fax orders whether mailed or faxed to BioGenetics Corp.
4. BioGenetics shall not be liable for any and all acts or omissions, loss, damage, or delay, caused by events beyond its control, including but not limited to, acts of God, weather conditions, strikes, or acts of any public authorities.
5. BioGenetics shall assign the transport of specimens to an appropriate common carrier for the necessary routing. Recipient hereby releases and holds harmless BioGenetics, its agents, officers, directors, employees of any and all related entities from all liabilities and damages of any nature with respect to:
 - a. The transport of the specimen;
 - b. A failure of the specimens to induce pregnancy;
 - c. The handling or supervision of the specimens after they have left BioGenetics Corp.
 - d. Any birth defects or abnormalities of any kind, including genetic, chromosomal, environmental, metabolic, internal or external defects of abnormalities resulting from pregnancy induced by the specimen(s);
 - e. Any abortion, natural or induced, resulting from a pregnancy induced by the specimen (s);
 - f. Any claim against facility which arises from, is connected with, or is in any way related to the specimen(s) or any Assisted Reproductive Technique (ART) in which they were used.
6. BioGenetics Corp.'s liability, if any, shall be limited to the loss or damage to the specimen(s)/vials you have ordered with our company. The liability is limited to the amount you have paid to BioGenetics Corp. for the specimen(s) being shipped. In order to bring any claim against BioGenetics as a condition precedent, you must file your claim in accordance with the procedures set forth herein with the understanding that BioGenetics does not provide cargo or content liability insurance. You must notify BioGenetics of your claim within 48 hours of the incident and provide BioGenetics with written notice there after, using the appropriate BioGenetics claim forms.

Recipient Signature

Date

PAYMENTS FROM RECIPIENT MUST BE RECEIVED BEFORE SHIPMENT/DELIVERY

(this only applies when Recipient is placing an order)

Prepayments must be received prior to delivery, (select form of payment).

Money Order or Check **must** be received in advance of shipping date

Credit Card (*Circle one*): Visa Master Card American Express Discover

Credit Card Number: _____

Expiration Date: _____ Name as it appears on Credit Card: _____

Signature of Credit Card Holder: _____



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CREDIT CARD AUTHORIZATION

Please print all required information

I _____ hereby authorize BioGenetics Corp. to charge my credit card

First name

Last name

Name of Cardholder (Print exactly as it appears on credit card): _____

If Company Card (Name of Company as it appears on credit card): _____

Credit Card Number _____ credit card exp. date (MM/YY): _____

Security Code (3 DIGITS FOR MASTERCARD/VISA OR 4 DIGITS FOR AMERICAN EXPRESS): _____

Complete Billing address of Cardholder (as it appears on credit card statement):

Phone number of cardholder:

Day time _____ Evening: _____ Cell Phone #: _____

	Description of services provided	CHARGES
	Donor Number _____ Number Vials _____ Cost per vial \$615.00	\$ _____
	Transportation/Delivery Fee _____	\$ _____
	Administrative Fee	\$ _____
	Estimated TOTAL*	\$ _____

*Client further agrees and understands that additional billing charges could be incurred above and beyond the provided estimate. These charges may be linked to one or any of the following: extra rental days (if needed to extend time specimens held at Physicians office or Medical Facility), damage and/or loss of equipment, additional time required for the purposes of coordinating services, custom fees and surcharges.

There are no refunds or credits for unused frozen semen specimen vial(s).

(Signature of CARDHOLDER) Date: _____

You must return this form along with the "Phone Confirmation" associated with your Donor Vial order to BioGenetics Corporation 1130 Route 22 West, Mountainside, New Jersey 07092. A copy of the paid receipt will be mailed to you.