



BIO GENETICS CORPORATION

FDA Registered <> Licensed by New York State Department of Health <> Licensed by California <> Licensed by New Jersey State Department of Health (CLIA)
187 Mill Lane <> Mountainside, New Jersey 07092 <> 908-654-8836 <> 800-637-7776 <> Fax 908-232-2114

ORDER REQUEST AND CONFIRMATION FORM MUST BE SUBMITTED WITH EACH ORDER

WHEN ORDER IS PLACED BY A PHYSICIAN

Physician/Medical Facility Name: _____ Phone Number: _____

Physician/Medical Facility Address: _____ Fax Number: _____

City: _____ St: _____ Zip Code: _____

Donor number ordered: Number of vials ordered:

Delivery Date: _____

Ordered by Date _____

WHEN ORDER IS PLACED BY A CLIENT/RECIPIENT

Client/Recipient Name: _____ DOB : _____

Client/Recipient Address: _____ Day Phone: _____

City: _____ St: _____ Zip Code: _____ Cell Phone: _____

EMAIL: _____

Donor number ordered: Number of vials ordered:

Delivery Date: _____
(Date Needed)

TO BE DELIVERED TO RECEIVING FACILITY

Name and Exact Shipping
OR Delivery Address: _____

City: _____ St: _____ Zip Code: _____

Contact Person at Receiving Facility: _____ PHONE NUMBER: _____

FAX NUMBER: _____

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

Client's/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: 187 Mill Lane, Mountainside, NJ 07092

TERMS AND CONDITIONS OF SALE AND SERVICES

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 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 CLIENT/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 [] Bank Check **must** be received in advance of shipping date

VISA

MASTERCARD

AMERICAN EXPRESS

Credit Card Number _____

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

Security Code: _____
(3 DIGITS FOR MC & VISA)