

XYTEX CORPORATION
1100 EMMETT STREET
AUGUSTA, GEORGIA 30909
(706)733-0130
(706)736-9720 FAX

SUPPLY AGREEMENT

Please complete the following information:

Doctor : _____

Federal ID Number : _____

License Number : _____

Practice E-mail Address: _____

Address: _____

Country: _____

Telephone Number : _____

Fax Number : _____

Signature of Doctor : _____

As a healthcare provider authorized to perform donor inseminations within the jurisdiction of my license, I request that all invoices for human semen provided to my practice by Xytex be submitted to (circle one) :

Me My Practice Group (Clinic) My Patient (Semen Recipient)

I am interested in receiving Xytex newsletters and other information by email.

_____yes _____no

Below for Xytex corporate use only:

Accepted By : _____

Title : _____

Date : _____

Data entered by: _____ Data checked by: _____

Product and Service Information

Access to Services

- ◆ Xytex accepts orders for human semen intended for clinical insemination only from appropriately licensed health care professionals (“doctor”). All requests placed by others for these services will be confirmed with the professional by Xytex.
- ◆ Xytex provides to the recipient an informed consent document and requests that a signed copy be included in the recipient’s chart in addition to any other consents used by the doctor.
- ◆ At the discretion of the Doctor, Xytex will invoice either Doctor or patient. Doctor or patient (the “payee”) will pay the Xytex invoice in accordance with the standard rate schedules in effect at the time the order is placed. In addition, the payee will pay all shipping expenses incurred in connection with the shipment of the semen.
- ◆ Invoices for donor semen shall be enclosed with each shipment that is charged to the doctor or invoices will be mailed directly to the patients. All invoices are payable within 15 days of receipt. A service charge will be added to past due accounts equal to one and a half percent per month (18% annually) on the previous month’s balance less payments received during the month.

Delivery and Quality

- ◆ Xytex shall use its reasonable best efforts to ship the semen to Doctor so that the semen will be ready for use at the time specified by Doctor. Xytex agrees to waive all freight fees for shipment, not received prior to time requested by Doctor. Upon timely notice to Xytex, Xytex further agrees to consider providing replacement samples for any semen that, upon thawing, is found by Doctor to have fewer than acceptable minimum concentration of motile sperm.
- ◆ Xytex quality assurance applies while Xytex semen units remain in Xytex shipping container (dewar). Any procedure applied to semen after shipment from Xytex voids Xytex quality standards. Doctor must contact Xytex immediately to report any problem that may arise in regards to sperm quality. Replacement will only be considered if the problem is reported to Xytex in timely manner.
- ◆ Dewar is warranted for seven days including the day of shipment. Dewar will be scheduled by Xytex for return on the 8th day. The dewar for the semen MUST BE returned to Xytex in the same box in which it is shipped to the Doctor and in accordance with instructions that accompany each shipment. Xytex will charge the Doctor for each dewar that is not returned and for each dewar that is damaged after its receipt by the Doctor or his/her personnel.
- ◆ All semen units returned unused to Xytex will be paid for by the payee and will be placed on reserve under the payee’s account until a subsequent request for shipment is made.