



## **Cryos International – New York LLC**

90 Maiden Lane • Suite 302 • New York • NY 10038

Phone 212-430-5950 • Toll Free 866-366-6777 • Fax 917-591-4227

[www.cryospermabank.com](http://www.cryospermabank.com) • [ny@cryosinternational.com](mailto:ny@cryosinternational.com)

### **Storage Agreement**

**(Version 2-2007)**

This Storage Agreement sets forth the terms and conditions on which Cryos International - New York LLC, a Delaware limited liability company (the “Company”), will retain possession of sperm-filled containers (sometimes referred to as “straws”) after your purchase of such straws. Such containers or 0.4 ml CBS® high security straws are referred to in this agreement as the “Specimens.”

The Company will maintain a system of alphanumeric characters, or another technologically appropriate system, for identifying particular Specimens. At the time of your purchase of Specimens, you will have purchased particular Specimens. The Company shall maintain a record of the particular Specimens that you have purchased, and the Company will maintain Specimens purchased by you in a manner that permits the Company to readily identify the Specimens previously purchased by you, if you request the Company to hold such Specimens, so long as you shall pay to the Company the fee for storage of the Specimens. The Company stores the Specimens in the same cryogenic storage tanks in which unsold Specimens are stored; however, the Company maintains Specimens in separate, identifiable individual containers.

The Company shall establish from time to time its fees and charges for holding Specimens that you have purchased. The Company shall publish its schedule of fees and charges from time to time. The Company will give at least seven-day’s notice of any change in its schedule of fees and charges for storage. The storage fees can be found at the Company’s website [www.scandinaviancryobank.com](http://www.scandinaviancryobank.com).

If you have instructed the Company to hold Specimens that you have purchased and have paid a storage fee in accordance with the Company’s fees and charges then in effect, then not more than 90 days and at least 15 days prior to the end of the storage period then in effect for your Specimens, the Company will send a notice to you by regular, first-class mail at such address as you have previously advised the Company. Alternatively, you may instruct the Company to send such notice to you by electronic mail. Such written or electronic mail notice shall advise you of the end of the storage period and the then-current schedule of rates and charges for storage for your Specimens. You are responsible to notifying the Company of any change in any address to which you wish to have notice directed.

If you notify the Company of that you wish the Company to continue to hold the Specimens, you shall arrange to pay to the Company the fees and charges applicable, and the Company shall hold the Specimens in accordance with your instructions. Alternatively, at your option, you may instruct the Company to cause the Specimens to be delivered to you at any time during the storage period, or you may request that the Company refund to you 75% percent of the initial payment in respect of the Specimens in lieu of delivery of the Specimens. The Company may require that you pay a charge for any such delivery of Specimens.



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If the Company offers such a plan, you may at any time instruct the Company to hold the Specimens for specified periods and at the same time authorize the Company to charge your credit or debit card for the charges for any such automatic renewal. The Company will charge your credit or debit card prior to the end of such specified periods and continue to hold the Specimens for a period, in accordance with your instructions.

The Company will hold the Specimens for at least 30 days after the last day of the paid-for storage period.

After such 30-day period, the Company shall have no obligation to maintain on your behalf any Specimens for which you have previously paid. Then, at its option, the Company may continue to hold the Specimens or may resell or destroy any of the Specimens, and the Company shall have no liability to you in respect of the Specimens. **THE COMPANY IS NOT RESPONSIBLE FOR ANY SPECIMENS LEFT WITH THE COMPANY MORE THAN 30 DAYS AFTER THE END OF THE STORAGE PERIOD FOR WHICH YOU HAVE PAID.**

The Company will, at all times during the term of storage, keep, operate and maintain the Specimens substantially in compliance with all material federal, state and local laws, ordinances, codes, rules and regulations. The Company will hold the Specimens in accordance with industry standards for maintaining frozen sperm. The Company stores the Specimens in liquid nitrogen at -320 F (-196° C) in cryogenic storage tanks. The Company exclusively uses FDA approved CBS® high security straws. These straws are specifically manufactured for safe cryogenic storage of biological products. They are “heat-welded” shut at each end and have a special compartment containing semen and a special compartment for the donor ID. The heat-welding is carried out with a special machine that does not transfer heat to the semen. This ensures safe storage and prevents tampering with the ID.

You have selected the Specimens, and you acknowledge that you have not relied upon the Company’s expertise to select any of the Specimens. **THE COMPANY DISCLAIMS ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE SPECIMENS. THE COMPANY MAKES NO REPRESENTATION AS TO THE EFFECTIVENESS OF ANY OF THE SPECIMENS.**

**THE COMPANY’S WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY COVER OR SET-OFF NOR FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** The Company cannot be responsible for delivery of the Specimens, once they have been properly labeled and delivered to a responsible delivery service or the United States Postal Service.



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Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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Recipient (signature)

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Recipient (printed name)

Phone:

Email

Address:

CRYOS INTERNATIONAL – NEW YORK LLC

By:\_\_\_\_\_

Title:

Date:\_\_\_\_\_

