

Robinson Services Inc. and RSI Livestock Company (RSI)
Terms & Conditions of Sale for Animals

- 1) **Price** Prices are subject to change without notice, unless otherwise agreed in writing between Buyer and RSI. Price does not include taxes, duties, excises or other charges imposed by law or shipping charges.
- 2) **Payment** All invoices are due and payable in full within 30 days of shipment. Any invoice not paid within 30 days of shipment shall be subject to an interest charge at the rate of the lower of 1.5 % per month or the highest rate permitted by applicable law. Institutional procurement cards (AMEX, MasterCard, VISA) are accepted as a method for establishing payment terms on a preapproval basis.
- 3) **Warranty** RSI warrants that at the time of shipment, all animals shall conform to RSI's specifications in effect at such time. Any claim by Buyer regarding a failure to meet such specification must be made, in the case of rabbits or livestock, within three (3) days of receipt of animals. **RSI makes no other express or implied warranty, including any implied warranty of merchantability or fitness for a particular purpose.**
- 4) **Use: Non Breeding** Animals are sold exclusively for Buyer's internal research purposes. No express or implied right to generate, breed, cross breed or reproduce animals sold hereunder is granted to Buyer. In consideration of RSI's valuable proprietary rights in the genetic composition responsible for the unique genetic characteristics of animals sold hereunder and as a material condition hereof, Buyer agrees not to directly or indirectly generate, breed, cross breed or reproduce animals purchased hereunder, or directly or indirectly sell, transfer or license to any third party the animals purchased hereunder.
- 5) **Limitation of Liability** **RSI's liability in connection with the sale of any animal shall be limited to either replacement of the animal or refund of the purchase price.** In no event shall RSI's liability in connection with any sale exceed the price paid for the animal in issue. **IN NO EVENT SHALL RSI BE RESPONSIBLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING, INCLUDING DAMAGES FOR LOST PROFITS, IN CONNECTION WITH THE SALE OF ANIMALS OR ANY DEFALUT OR BREACH RELATING TO SUCH SALE.** The foregoing limitations shall apply whether a claim arises from breach of contract, breach of warranty, tort, negligence, strict liability or other legal basis. Buyer shall be responsible, liable, and indemnify RSI, for all claims, injuries, losses, or damages resulting from Buyer's use of the animals, including the harmful or otherwise unsafe effect of any product resulting from research involving the animals.
- 6) **Conditions of Sale** All sales and/or purchases of animals are (a) governed by these Terms and Conditions of Sale, and (b) made expressly upon Buyer's acceptance of these Terms and Conditions. Any and all terms and conditions (including any which may be delivered by Buyer with any purchase order) which are different than, or inconsistent or supplemental to these Terms and Conditions are rejected unless otherwise expressly agreed to by RSI in writing. No modification of these Terms and Conditions shall be binding or enforceable unless express agreed to by RSI in writing.
- 7) **Cancellation Policy**-Rabbit orders that involve no holding period may be cancelled with no fee prior to shipment. Rabbit orders requiring RSI to hold rabbits may not be cancelled and payment in full is required. All livestock orders cannot be cancelled and payment in full is required.