

IMPORTANT WARRANTY DISCLAIMERS (updated October 2019): SELECT SIRES, INC., ITS MEMBER COOPERATIVES, ITS AGENTS OR EMPLOYEES CANNOT AND DO NOT GUARANTEE THE CONCEPTION RATE, GENDER, QUALITY OR PRODUCTIVITY TO BE OBTAINED IN CONNECTION WITH THE USE OF ITS PRODUCTS OR RECOMMENDED TECHNIQUES. IT MAKES NO WARRANTIES OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF ITS PRODUCTS AND HEREBY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE UNLIKELY EVENT THAT ANY OF OUR PRODUCTS SHALL BE PROVEN TO BE DEFECTIVE, DAMAGES RESULTING FROM THEIR USE SHALL EXCLUDE CONSEQUENTIAL DAMAGES AND BE LIMITED TO THEIR PURCHASE PRICE OF THE PRODUCT.

TO THE EXTENT YOUR OBLIGATION HAS BEEN DISCHARGED, DISMISSED OR IS SUBJECT TO AN AUTOMATIC STAY OR BANKRUPTCY ORDER UNDER TITLE 11 OF THE UNITED STATES CODE, THIS NOTICE IS FOR COMPLIANCE AND INFORMATION PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT OR ANY ATTEMPT TO COLLECT ANY SUCH OBLIGATION.

COBA/Select Sires, Inc. Terms of Sale and Credit Policy (Effective 1/1/04)(Revised 7/20/09)

- 1 Acceptance of goods and services on credit is agreement to abide by these terms of sale. Accounts are due on the 25th of the month following the month of purchases. ALL PAST DUE accounts (unpaid 30 days beyond month of purchase) are subject to a FINANCE CHARGE of 1 1/2% per month (18% annual) except where limited by state statutes.
- 2 All payments will be applied to oldest balance unless otherwise specified.
- 3 Accounts with Accounts Receivable (A/R) greater than (>)120 days can receive nitrogen, gloves and sheaths only. Any other purchases can be made only if acceptable payments (as determined by Marketing Director and Finance Director) are being made. Full payment of balance >120 days (at minimum) will allow continuation of all other sales and service at any time.
- 4 Accounts with A/R >90 days will get letter indicating the above.
- 5 Accounts with A/R >150 days will get a Certified letter indicating that all sales and nitrogen service will be discontinued unless full amount or at least that >90 days is paid plus acceptable payments (as determined by Marketing Director and Finance Director) on balance of account. Any account receiving a second certified letter within two years will be put on a "cash basis" indefinitely.
- 6 District Sales Managers (DSMs) or Reproductive Services Client Managers (RSCM) providing service or selling to accounts (except as provided in 3 above) with A/R >120 days (that are not making acceptable payments as determined by Marketing Director and Finance Director) are subject to being charged full amount (up to \$1000) of invoice or month's breeding receipts based on the directive of the General Manager. This may be returned to the sales rep if and when a timely acceptable payment is made based on the directive of the General Manager.
- 7 Any accounts >180 days not making acceptable payments (as determined by Marketing Director and Finance Director) will be turned over to collection.
- 8 "RETURNED" CHECKS—Account will be charged \$25.
- 9 COBA/Select Sires reserves the right to amend its Credit Policy at any time by giving notice to customers.

DISPUTE RESOLUTION/APPLICABLE LAW: Any disputes or disagreements arising under or related to this Agreement (including, but not limited to, any statutory or tort claims arising from the relationship between the parties) that the parties cannot mutually resolve shall be resolved through binding arbitration by one arbitrator under the Commercial Arbitration Rules of the American Arbitration Association (the arbitration shall be conducted in Franklin County, Ohio). Customer consents to enforcement of the obligation to arbitrate disputes in any state or federal court and expressly waives the defenses of personal jurisdiction and venue with respect to any such action. The decision and any award of the arbitrator shall be final and binding upon the parties. Judgment upon the arbitration award may be entered and enforced in any court having jurisdiction thereof. The parties agree that any arbitration conducted hereunder shall be governed by the Federal Arbitration Act, 9 United States Code §§ 1-16, as now existing or hereinafter amended. This Agreement shall otherwise be governed by, and construed in accordance with, the laws of the State of Ohio (with the exception of the State of Ohio's conflict of laws statutes or caselaw).