

Terms & Conditions

“Seller” shall mean the owner or authorized agent of the owner who consigns one or more lot(s) for sale on Nitro Sires. Any agent acting as Seller for the owner of any lot(s) offered for sale certifies to Nitro Sires that the agent possesses the legal authority to act for and on behalf of the owner of the lot(s).

“Buyer” shall mean any “Bidder” who has submitted the successful offer to purchase any lot(s) offered for sale by a Seller on the Nitro Sires website.

“Event” shall mean a semen/embryo classified ad listing(s) on the Nitro Sires website, an offer by a Buyer to purchase an item in a classified listing, a transaction between Nitro Sires and Seller, a transaction between Nitro Sires and Buyer.

All Sales, and Purchases on the Nitro Sires website are conducted electronically, and Nitro Sires relies on hardware and software that may malfunction without warning and due to no fault of Nitro Sires.

Personal information provided by the Bidder will be protected per the Nitro Sires Privacy Policy outlined below.

Implied Warranty/Disclaimer on Information

Nitro Sires makes no warranty, express or implied, as to the information used to describe any lot(s) offered for sale by a Seller on the Nitro Sires website. Any/all lot(s) are presented as described by the Seller. LOTS ARE SOLD AS IS, WHERE IS AND WITH ALL FAULTS. Bidder acknowledges that all lots were available for inspection prior to purchasing and, by these terms, it is the Bidder’s personal responsibility to inspect all lots that s/he or it may purchase. Failure on part of the Bidder to inspect any/all lot(s), or otherwise be fully informed as to the nature, quality and condition of any lot(s) purchased, will not constitute grounds for any type of refund OR termination of the sale contract between the Buyer and Seller. Any/all lot(s) sold become the property of Buyer at the conclusion of a sales transaction. Nitro Sires is not responsible for the

condition or of any lot(s) sold and purchased, either at the time of sale or time of delivery.

THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE SPECIFICALLY WAIVED BY BUYER. This waiver is made expressly for the benefit of the Seller. Buyer agrees to indemnify and hold harmless Seller and Nitro Sires, its members, parents, subsidiaries, affiliates, officers and employees, from any claim, demand, liability, cause of action or any other duty or obligation, including reasonable attorney's fees and expenses, which may arise at any time as a result, direct or indirect, of any Nitro Sires event.

Bidding & Payment for Classified Listings Sales

All purchases and payments are in U.S. currency. Unless otherwise indicated, any/all lot(s) offered on the Nitro Sires website will sell subject to a reserve or minimum price established by the Seller. Seller is under no obligation to sell any lot(s) offered if the bid does not meet Seller's reserve price. The Seller and/or Nitro Sires also reserve the right to accept or reject any and all purchase offers.

Payment in full is due no later than the fourteenth day following the close of a purchase. Accepted forms of payment are credit/debit card, personal or entity check, certified check, ACH payment, or wire transfer. Checks should be made payable to Nitro Sires and sent to 9878 W Belleview Ave PO Box 3049, Denver, CO 80123. A 3.5% processing and handling fee will be applied on all credit/debit card transactions. A \$50 fee will be assessed on all returned checks and/or e-checks. Failure to pay in full by the due date may result in a late payment penalty equal to 10% of the purchase price. Buyer agrees to pay a finance charge of 15% APR from the due date until the balance is paid in full. A Buyer who violates the payment provisions of this agreement may not be permitted to make purchase offers in the future with Nitro Sires. If a Bidder cannot pay for his/her or its purchases immediately following an offer of purchase, he/she or it should not place a bid.

An invoice with payment instructions for any lot(s) purchased will be e-mailed to the Buyer immediately following the close of a purchase agreement. This correspondence will be sent to the Buyer's e-mail address associated with their initial offer of purchase. If the Buyer does not receive an invoice within one (1) business day, Buyer shall contact Nitro Sires to request an invoice. Failure to complete payment according to the terms above shall result in all applicable fees, finance charges and potential ban from all future Nitro Sires events.

Withdrawal of Lots

Occasionally, lot(s) offered for sale may need to be withdrawn from a listing that is already posted. Nitro Sires and/or Seller reserve the right to withdraw lots at any time in a listing. In the case that Nitro Sires and/or Seller withdraws a lot during an event, all offers on that lot shall be considered null and void.

Title & Delivery

All genetic lots purchased through Nitro Sires will become the property of the Buyer immediately upon the successful completion of payment. As such, all risk of damage to lot(s) purchased becomes the Buyer's risk.

Delivery of any/all lot(s) purchased through the Nitro Sires website must be coordinated between the Buyer and Seller. Any fees incurred with delivery are the sole responsibility of the Buyer, unless other arrangements are agreed upon between the Buyer and Seller. Any questions regarding delivery should be directed to the Seller. If Seller delivers any lot(s) sold to the Buyer before payment has been received, collecting payment for said lot(s) becomes the sole responsibility of the Seller. Under no circumstances shall Nitro Sires be responsible for the delivery of any lot(s) sold on the Nitro Sires website.

Limitation of Liability

Nitro Sires shall not be liable for lost profit or special, incidental or consequential damages, which may arise out of or in connection to any transaction resulting from a Nitro Sires event. Bidders, Buyers and Sellers hereby agree to indemnify and hold harmless Nitro Sires, its members, parents, subsidiaries, affiliates, officers and

employees, from any and all claims, demands, liabilities, causes of action or any other duty or obligation, asserted by any person against Nitro Sires, including reasonable attorney's fees and expenses.

Nitro Sires has the sole and final discretion to determine winning bids and, in the event of a dispute between parties, the decision of Nitro Sires is final. Nitro Sires reserves the right to reopen bidding to settle matters related to disputed bids or ties. Nitro Sires reserves the right to postpone or cancel any event for any reason.

Nitro Sires does not guarantee continuous, uninterrupted or secure access to online event services, and operation of the Nitro Sires website may be interfered with by numerous factors outside of the control of Nitro Sires. Furthermore, due to the nature of online services, Nitro Sires cannot guarantee or confirm the authentic identity of Bidders, Buyers or Sellers and shall have no liability for any false or misleading information transmitted by the aforementioned on the Nitro Sires website.

Nitro Sires is not responsible for any accidents or injuries related to the sale, purchase or delivery of any lot(s) consigned to or sold through an event hosted on the Nitro Sires website.

Nitro Sires may refuse services to anyone at any time at its sole discretion. If a Bidder provides false information, such as a false name or fraudulent contact information, he/she or it may be suspended or permanently banned from participating in any/all future Nitro Sires events. A Bidder may be permanently banned from the Nitro Sires website if he/she or it is the Buyer of any lot(s) and fails to abide by the terms and conditions of this agreement.

Privacy Policy

To bid, buy or sell on the Nitro Sires website, personal information must be submitted at the time of a transaction. By registering as a buyer/seller with the Nitro Sires website, users consent to the collection of this information. Nitro Sires will never give or sell this information to an outside individual, group or company. All personal information provided will be used only by Nitro Sires. All Buyers expressly authorize Nitro Sires to

share their personal information with any Seller who is made a party to a binding contract resulting from the Buyer's final and accepted bid on any lot(s) offered for sale by the respective Seller. All Bidder information will be used to maintain records for Nitro Sires, as well as to communicate and provide services to the Bidder/Buyer.

The e-mail addresses collected are used exclusively to contact Bidders, Buyers and Sellers registered with Nitro Sires. Use of this private information by anyone else for any purpose is strictly prohibited and will result in appropriate legal action.

Security Capabilities & Policy For Transmission Of Payment Card Details

What Information Do We Use And How Do We Use It?

When you place an order through nitrosires.com, we need to know your name, e-mail, phone number, address and identification details if paying by credit card. This allows us to process and fulfil your order successfully and to ensure safety of our customers.

How Do We Protect Client Information?

When you place an order, we use a secure server. The secure server software (SSL) encrypts all information you input before it is sent to us. Furthermore, all of the sensitive customer data we collect is protected by several layers of encryption and several layers of security to prevent unauthorized access.

Credit Card Details

All credit card payments are processed securely through the Stripe (stripe.com) payment processor. Nitro Sires (nitrosires.com) does not store any sensitive credit card information on our servers. Furthermore your credit card details will only be sent to stripe using secure JavaScript library . All payments to Nitro Sires will be authenticated with 3D secure 2 unless you setup future payments or subscriptions.

Payment Gateway Information

Our payment options are safe and secure. None of your payment details are stored.

Nitro Sires reserves the right to amend these terms and conditions at any time by posting amendments on the Nitro Sires website. The amended terms and conditions shall automatically be effective 10 days after they are posted. These terms and conditions were last revised and updated on June 20, 2022.