



Blood Sample Submission Form

Sample Submitted by:

Title (Mr/Mrs/Ms/Dr):

First Name:

Surname:

Address:

Country:

Phone number:

Email address:

Date:

Position: Owner Manager Trainer
 Agent Vet Other

Results to be Delivered to: Same as over

Title (Mr/Mrs/Ms/Dr):

First Name:

Surname:

Address:

Country:

Phone number:

Email address:

Position: Owner Manager Trainer
 Agent Vet Other

Note: It is important that you provide either a phone number or email address so that we can contact you if necessary.

Have you previously ordered tests from Equinome? Yes No

Sample Information

Total Number of Samples Enclosed:

Country of Origin of Samples:

Note: All samples originating outside the Republic of Ireland must be accompanied by a VET15 Sample Import Licence.*

Please tick this box if you consent to Equinome using these samples for future research projects? **

Instructions for submission of samples:

- Provide 4-5 ml uncoagulated blood sample from each horse in a plastic purple cap K2-EDTA tube (or equivalent)
- Clearly label each tube with the horse's name or a unique ID that you have kept for your reference
- Ensure all details on the Sample Information Sheet match the name / unique ID on each blood sample tube

* If you require a VET15 Sample Import Licence please contact Equinome at +353 1 716 3775 or email info@equinome.com.

** Under no circumstances will the source or the identity of the sample be revealed or shared with a third party. Please ensure you complete the fields: Name and/or Year of Birth and Dam for all research approved samples.

Acceptance and Authorisation

Please tick this box to confirm that you are authorised to submit the enclosed blood samples for testing

Please sign below to confirm your acceptance of the Terms and Conditions of sale.

Authorised Signature:

Print Name:

Date:

Have you already made payment for the testing of all samples enclosed? Yes No

- If No, then an Equinome representative will contact you to arrange payment
- Results will be reported once full payment is received

For Office Use Only

Job #

Notes

Customer ID

Date Samples Received

Initial & Date



Services Terms and Conditions

1 Definitions

- 1.1 **“Agreement”** means the Order Form, the Order Confirmation, the Pack and these Terms (as defined below);
- 1.2 **“Approved Countries”** means all member states of the European Union, Switzerland, the United States of America, Canada, Australia, New Zealand, Hong Kong, Japan, Argentina, Uruguay and Chile;
- 1.3 **“Fees”** means the agreed testing price per Sample;
- 1.4 **“Order”** means your order for the Services which you submit to us by completing the Order Form and submitting a Sample(s);
- 1.5 **“Order Confirmation”** will have the meaning set out in Clause 2.4;
- 1.6 **“Order Form”** means the sample submission form which you must complete to make a valid Order as provided on the Website, sent to you when you request to make an Order by telephone or otherwise provided to you directly (for example by our sales representatives);
- 1.7 **“Pack”** means the Order Form and the Terms sent to you by us when you request to make an Order by telephone;
- 1.8 **“Sample”** means the blood sample of one horse which you take in accordance with our instructions contained in these Terms and the Order Form;
- 1.9 **“Sample Result”** means the results of the tests conducted by us in relation to your Sample;
- 1.10 **“Services”** means the tests carried out by us on foot of your submission of the Order Form to determine the genetic type of your horse(s) and the provision of documentation providing a generic explanation of the characteristics typically exhibited by each genetic type of horse;
- 1.11 **“Terms”** means these Services Terms and Conditions; and
- 1.12 **“Website”** means www.equinome.com.

2 Validity and Acquisition of Orders

- 2.1 Please ensure that you read and understand these Terms before you sign and submit an Order because you will be bound by this Agreement once a contract

comes into existence between us in accordance with Clause 2.4.

- 2.2 If any conflict arises between any of the documents which form part of the Agreement, the documents will rank in the following order of priority: (i) the Terms; (ii) the Order Form; and (iii) the Order Confirmation.
- 2.3 The Order is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion.
- 2.4 These Terms will become binding on you and us when:
- 2.4.1 we issue you with written acceptance of an Order; or
- 2.4.2 we notify you that we are able to provide the Services; or
- 2.4.3 we send you out the Pack,
- whichever is the earlier, at which point a contract will come into existence between us (the **“Order Confirmation”**).
- 2.5 We will assign an order number to the Order and inform you of it in the Order Confirmation. Please quote the order number in all subsequent correspondence with us relating to the Order.
- 2.6 We reserve the right to refuse to provide the Services, at our absolute discretion, including (but not limited to) if we have grounds to believe (at our sole discretion, acting reasonably) that:
- 2.6.1 the Samples were or will be obtained without proper authority or unlawfully; or
- 2.6.2 there is a conflict of interest between you and an existing customer; or
- 2.6.3 the Sample Results will be used for an illegal, immoral, improper or unethical purpose.
- 2.7 We have the right to revise and amend these Terms from time to time. You will be subject to the policies and terms in force at the time that you submit an Order to us, unless any change to those policies or Terms is required by law in which case it will apply to Orders you have previously placed that we have not yet fulfilled.

3 Conditions of Ordering

3.1 In addition to obtaining the Order Form directly (for example, from one of our sales representatives) you may:

3.1.1 call us by telephone and request that a Pack be delivered to you and we will endeavour to send you a Pack within one week of the date of the telephone call; or

3.1.2 print the Order Form from the Website.

3.2 You have sole responsibility to obtain the Samples and deliver them to us, in accordance with these Terms and the Order Form.

3.3 You will send the relevant Samples, together with a completed Order Form and VET15 Sample Import Licence (where applicable) to us, as directed on the Order Form and at your own risk and expense.

3.4 Risk in and to any Sample provided by you will remain with you at all times. Title in the Sample and in the Sample Results vests with us upon receipt of the Sample.

4 Warranties

4.1 We warrant that:

4.1.1 we have the capacity, right, licence and authority to enter into this Agreement and to perform the Services;

4.1.2 we will provide the Services to you using all reasonable skill, care and diligence.

4.2 You warrant that:

4.2.1 the Samples will be obtained by you, and you will deliver the Samples to us, in accordance with these Terms and the provisions on the Website and the Order Form;

4.2.2 you have the right and authority to take the Samples from the horse(s);

4.2.3 all information provided by you to us for the purpose of ordering the Services is correct and that any credit/debit card used to pay for the Service is owned by you (or that you have the owner's authority to use it to pay for the Service) and that there is sufficient credit or funds to cover the cost of the Service. We reserve the right to obtain validation of such cards before accepting the Order;

4.2.4 you and your horse(s) reside in one of the Approved Countries.

4.3 You will indemnify, keep indemnified and hold us (and as applicable our officers, directors, employees, agents, licensors, subsidiaries, affiliates, suppliers and any of our third party service providers)

harmless, on demand, against all claims, expenses, losses, damages, demands, costs (including all reasonable legal costs) and liabilities suffered by us (i) as a result of you providing Samples which were not legally obtained; and/or (ii) arising from your breach of Clause 2.6; and/or (iii) arising from your breach of Clause 4.2.

4.4 We do not make any other express warranties, representations, undertakings or conditions (statutory or otherwise) and all other express and implied warranties, representations, undertakings and conditions (statutory or otherwise), including implied warranties as to merchantable quality or fitness for a particular purpose, are hereby excluded to the maximum extent permitted by law.

5 Services

5.1 Upon receipt of the Order, and subject to the payment of the Fees by you, we will commence the provision of the Services to you in accordance with the Terms provided you and your horse(s) reside in one of the Approved Countries. If you and/or your horses do not reside in the Approved Countries, please contact us by telephone and we will provide you with an alternative method for you to avail of the Services.

5.2 If you submitted your Order by using the Website, you may track the stage your Sample is at, at any time, once we receive your Sample, using our Website.

5.3 We will endeavour to return the Sample Result to you within three (3) weeks from the date that we receive the Sample, however, we will have no liability whatsoever for any delay in returning the Sample Result to you. We will not be liable for any loss including any loss of business, profits, revenue and/or for any indirect or consequential loss as a result of such delay (whether or not due to our negligence).

5.4 The Sample Result will include:

5.4.1 a determination of the genetic type of your horse relevant to the type of test that you ordered; and

5.4.2 a genetic and generic explanation of the characteristics typically exhibited by each genetic type.

5.5 We have the right to retain all Samples received from you for at least seven (7) years following the date we issue the Sample Results to you. We also retain the right to destroy these Samples at any time and without notification to you.

5.6 We reserve the right to terminate any Order you make following the Order Confirmation if you are in material breach of this Agreement including without limitation if payment has not been received in accordance with this Agreement.

6 Payment Terms and Price

- 6.1 Unless otherwise agreed with you, we will not provide the Sample Results to you until you have paid for the Services in full.
- 6.2 Payment can be made via credit card, debit card, direct bank transfer or by cheque made payable to Equinome Limited.
- 6.3 All Fees quoted are exclusive of any national, state or local sales, use, value-added or other taxes, customer duties or similar tariffs and fees and you will be responsible for paying any such applicable taxes, duties and/or tariffs.
- 6.4 We have the right in our sole discretion to determine whether you have submitted a Sample that is adequate to perform the necessary testing to enable us to provide the Sample Results. We, in our sole discretion, may require you to submit a further Sample to us, at your sole cost and expense, before we proceed to supply the Services. In this regard, we will endeavour to return a Sample Result in accordance with Clause 5.3 but within three (3) weeks of the date we receive the Sample that is adequate to perform the necessary testing.

7 Liability

- 7.1 We do not limit or exclude our liability for death or personal injury caused from our negligence or breach of duty or for fraud.
- 7.2 Subject to Clause 7.1, we shall not be liable for:
 - 7.2.1 loss of revenue, loss of wages, loss of goodwill, loss of business, loss of profits, loss of savings or loss of data; and/or
 - 7.2.2 any special, indirect, incidental, or consequential loss or damages; howsoever caused or howsoever arising, even if we have been advised of the possibility of such loss or damages or such loss or damages were reasonably foreseeable.
- 7.3 Subject to Clause 7.1 and without prejudice to the generality of Clause 7.2, you understand and agree that the Sample Results are provided for general information purposes only and that we provide no warranty, representation or other assurance and hereby exclude all liability howsoever arising from your use, interpretation, reliance or application of the Sample Results.
- 7.4 Subject to Clause 7.1, our maximum liability in respect of all claims, losses or damages howsoever arising under or in connection with your Order and this Agreement shall be limited to the Fees paid by you.

8 Confidentiality

- 8.1 We will keep all information that you provide to us strictly confidential and will only use it in the provision of the Services or where otherwise agreed between us.

9 General

- 9.1 No terms and conditions in any confirmation, docket, invoice or other similar document of yours will form part of this Agreement and you waive any right which you otherwise might have to rely on such terms and conditions.
 - 9.2 You may not assign or otherwise sub-contract your rights or obligations under this Agreement without our prior written consent.
 - 9.3 Nothing in this Agreement will constitute or be deemed to constitute you as an employee of us or a partnership or joint venture between you and us for any purpose whatsoever.
 - 9.4 The failure of us to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, all other terms of this Agreement will remain in full force and effect.
 - 9.5 This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether oral or written, between the parties.
 - 9.6 This Agreement will be governed and construed in accordance with the laws of Ireland and the parties irrevocably submit to the exclusive jurisdiction of the Irish courts.
-