GeneSeek®

Canine DNA Sample Submission Form

Customer Information

Organization _____ Contact Name _____

Address _____

City _____ State _____ ZIP code _____

Email _____

Phone _____ Fax _____

Preferred Reporting Method: ☐ Email ☐ Fax ☐ Mail

Test Information and Pricing

Name of Test	Price (per sample)	X	Quantity	Total $
DNA Identification	$55.00	X		
Parentage	$55.00	X		
			Total Amount Due	

Test Information and Pricing

Payment must be submitted with your samples. Please make checks payable to GeneSeek.

Name on Card _____ ☐ Visa

Card Number _____ ☐ MasterCard

Expiration Date _____ 3 Digit Security Code _____ ☐ Discover

☐ Check

Acknowledgment

I certify that the information provided on this form is accurate, and I agree to the Terms and Conditions set forth attached to this form.

Owner (or Authorized Representative) Signature: _____

Date: _____ Name Printed _____

Sample Information

Instructions: Please print clearly and fill out as much information on each sample as possible. Be sure to check (x) each test that you would like peformed for each sample.

	Breed	Registration Number	Animal ID/Name	Sex	Date of Birth	Sire Name	Sire Registration Number	Dam's Name	Sire Registration Number	DNA Identification	Parentage
1											
2											
3											
4											
5											
6											
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Neogen GeneSeek Operations, 4131 N. 48th Street, Lincoln, NE 68504
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blog

GENESEEK, INC. TERMS AND CONDITIONS

These terms and conditions contained herein govern the order of testing services from GeneSeek, Inc. ("GENESEEK") and any customer (hereinafter referred to as "CLIENT").

1. **Acknowledgment and Acceptance**. Please read the following terms of the agreement carefully. By completing the order form, CLIENT hereby agrees to all of the terms and conditions set forth in the order form, including all warranty disclaimers and limitations of liability. ACCEPTANCE OF SERVICES SHALL BE DEEMED AGREEMENT TO THESE TERMS AND CONDITIONS. NO DOCUMENT ISSUED BY CLIENT ATTEMPTING TO NEGATE OR OTHERWISE MODIFY THE TERMS HEREOF, INCLUDING ANY PURCHASE ORDER OR REQUEST FOR PROPOSAL, SHALL BE BINDING UPON GENESEEK, AND INSTEAD THE FOREGOING TERMS AND CONDITIONS SHALL EXCLUSIVELY GOVERN THE PROVISION OF SERVICES TO CLIENT BY GENESEEK.

2. **Provision of Services**. GENESEEK provides testing services in accordance with the specifics of those tests selected on the order form. If, after delivery and inspection, CLIENT determines that the services do not conform to the tests CLIENT selected and are, therefore, unacceptable, please notify us immediately. GENESEEK will either re-perform the services, or issue a credit therefore, at our option.

3. **Warranty or Representation Disclaimers**. GENESEEK DISCLAIMS AND EXCLUDES ALL WARRANTIES OR REPRESENTATION OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ITS SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF A PATENT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS, OR WARRANTIES ARISING BY COURSE OF DEALINGS OR CUSTOM OF TRADE. CLIENT HEREBY EXPRESSLY UNDERSTANDS THAT THE TESTING SERVICES PROVIDED HEREUNDER HAVE AN INHERENT POTENTIAL FOR ERROR AND THAT GENESEEK MAKES NO REPRESENTATION THAT ITS TESTING SERVICES WILL BE ACCURATE, COMPLETE, OR ERROR-FREE.

4. **Limitation of Liability**. EXCEPT AS AFOREMENTIONED, GENESEEK WILL NOT BE LIABLE FOR ANY CAUSES OF ACTION OR DAMAGES WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, INCLUDING ANY INDIRECT, CONSEQUENTIAL (INCLUDING LOST PROFITS AND LOST BUSINESS OPPORTUNITIES), SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, ARISING OUT OF THE PERFORMANCE OF SERVICES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INCLUDED WITHIN THE SCOPE OF THIS LIMITATION OF LIABILITY ARE DAMAGES ARISING FROM THE ACTS OR NEGLIGENCE ON THE PART OF GENESEEK, ITS AGENTS OR EMPLOYEES IN PERFORMING ITS SERVICES. CLIENT AGREES THAT GENESEEK'S CUMULATIVE LIABILITY FOR THE SERVICES PERFORMED WILL NOT EXCEED THE AMOUNT PAID BY CLIENT FOR THOSE SERVICES. THE REMEDIES SET FORTH HEREIN CONSTITUTE CLIENT EXCLUSIVE REMEDIES AGAINST GENESEEK FOR SERVICES PERFORMED.

5. **Customer Representations and Warranties**. CLIENT hereby represents and warrants that (1) any testing samples will be or are properly taken and collected, (2) that any such samples will be or are properly recorded or labeled, and (3) that any such samples will be or are handled, shipped and packaged appropriately. CLIENT is responsible for taking all precautions CLIENT believes necessary or advisable to protect any sample sent to GENESEEK against damage, loss or hazard.

6. **Indemnity**.

   (a) GENESEEK Indemnification. GENESEEK shall indemnify, defend and hold harmless CLIENT and its members, shareholders, agents, directors, officers, and employees (collectively, the "CLIENT Indemnitees") from and against all liability, damage, loss, claims, demands, actions and expenses of any nature whatsoever including, but not limited to, reasonable attorney's fees and expenses, which arise out of or are connected with (i) any grossly negligent act or omission, willful misconduct or violation of law by GENESEEK, or its employees which relates in any manner to the Services or (ii) any material breach of any obligations of GENESEEK as set forth in these Terms and Conditions.

   (b) CLIENT Indemnification. CLIENT, on behalf of itself and its employees, shall indemnify, defend and hold harmless GENESEEK and its shareholders, directors, officers, and employees from and against all liability, damage, loss, claims, demands, actions and expenses which arise out of or are connected with (i) any negligent act or omission, willful misconduct or violation of law or (ii) any breach of any obligation of CLIENT as set forth in these Terms and Conditions.

7. **Limits of Testing Services**. CLIENT agrees that the testing services provided by GENESEEK are not intended for use in human or clinical diagnostics but are for informational purposes only.

8. **Entire Agreement**. These terms and conditions form an appendix to any primary agreement (AGREEMENT) between GENESEEK and CLIENT applicable to GENESEEK's services. These terms and conditions may not be amended or supplemented by CLIENT without GENESEEK's prior written consent.

9. **Severability**. If any of the provisions of these terms and conditions shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions for this Agreement shall remain in full force and effect to the fullest extent of the law.

10. **Successors and Assigns**. These terms and conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

11. **Survival**. The provisions of Sections 5 and 6 of these terms and conditions shall survive the completion and payment of the services provided hereunder.

12. **Governing Law**. The terms and conditions hereunder shall be governed by the laws of the State of Michigan, without giving effect to its principles of conflicts of law, and the parties hereby irrevocably commit to the jurisdiction and venue of the courts of Michigan to adjudicate any dispute arising hereunder or relating hereto.

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