

## **Conditions of Use of the Services and Products under the Brand of AnimaLabs<sup>®</sup>**

The holder of all rights of the brand AnimaLabs<sup>®</sup> (hereinafter: AnimaLabs<sup>®</sup>) is the company InovaGen d.o.o.

The service provider of DNA testing of animals for hereditary diseases, characteristics, other properties, infections caused by pathogens and other products (hereinafter: Services) of AnimaLabs<sup>®</sup> is InovaGen d.o.o., Radnička cesta 20/A, 10 000 Zagreb. The company is registered at the Commercial Court in Zagreb under registration number (MBS) 080927214 and identification number (PIN) 83135460750.

### **I) Ordering the Service**

When ordering the Service by electronic means or by sending the completed form downloaded from the AnimaLabs<sup>®</sup> Internet site, the client of the DNA testing (signer of the DNA Testing Order Form, hereinafter: Client) will receive an electronic confirmation of receipt of the order no later than the next business day. The confirmation contains a list of ordered Services, the Client's contact details and payment instructions.

The Kit is sent no later than the next business day. If a Client sends a Sample taken by its own DNA Collection Kit, shipping is not charged.

A Client can choose to receive the Kit by DHL courier service at additional cost.

### **II) Cancellation of orders**

The Client may cancel the ordered Services prior to the arrival of the biological samples used in further DNA testing (hereinafter: Samples) to the laboratory and not later than 14 (fourteen) days after completion of order by providing an explicit statement sent by post (to AnimaLabs<sup>®</sup>, P.P. 357, 10 001 Zagreb) by fax to 00385 (0)1 618 2290 or by e-mail to [info@animalabs.com](mailto:info@animalabs.com), specifying the Client's name, address, phone, fax or e-mail address. AnimaLabs<sup>®</sup> will then refund to the Client the amount of money paid reduced by EUR 4.50 within 15 working days.

After commencing the DNA testing, the Client may request cessation of the test by providing an explicit statement sent by post (to AnimaLabs<sup>®</sup>, P.P. 357, 10 001 Zagreb), by fax to 00385 (0)1 618 2290 or by e-mail to [info@animalabs.com](mailto:info@animalabs.com), specifying the Client's name, address, phone, fax or e-mail address, however a refund at that time is no longer possible.

### **III) Samples**

AnimaLabs<sup>®</sup> accepts Samples labelled and excluded in accordance with the instructions for taking samples obtained in the Kit.

On the day of receiving the Sample, employees at AnimaLabs<sup>®</sup> will decide whether to commence DNA testing or reject the sample. AnimaLabs<sup>®</sup> will contact the Client via email upon receipt of the Sample. If DNA testing cannot be conducted on the submitted Sample, AnimaLabs<sup>®</sup> will contact the Client and request a new Sample and delivery thereof. The first repeated sending of the Kit is carried out at no cost to the Client. If the subsequently submitted sample is not usable, each subsequent sending of a Kit is charged according to the current price list.

Conditions for refusal a Sample are:

- a) Improper sampling (wrong biological material, biological material that cannot pass the necessary processing, improperly labelled sample, deviating from the steps in the instructions for taking a sample)
- b) Deviating from the required transport conditions (limited time for submitting samples for molecular analysis of pathogens, poor quality of Sample upon receipt at the laboratory which includes severe damage, decomposition and contamination of the Sample)
- c) Insufficient biological material
- d) Not accepted Conditions of Use by Client

Once the Sample is received, it becomes the ownership of InovaGen and can be used for internal quality control for the purpose of scientific research and the development of new analytical methods. Such samples are not marked by name.

### **IV) Results of DNA testing**

The results of DNA testing by AnimaLabs<sup>®</sup> are sent within 24 hours, 48 hours or 10 working days of receipt of the sample at the lab. In case of any deviations from this timeline, AnimaLabs<sup>®</sup> will inform the Client of such matters no later than the last day of the standard period. The results are sent to the Client in electronic form in PDF format and/or by mail.

The results of 24 and 48 hour DNA tests, for samples received on Friday, are sent on next Monday and Tuesday, respectively.

#### **A) Samples taken at exhibitions**

Results for samples taken at exhibitions are delivered by date noted on vouchers or flyers given out at the exhibition. In case of a large number of samples taken at the exhibition, there may be some deviations from the noted timeline. In this case AnimaLabs<sup>®</sup> will inform the Client of such matters no later than the date noted on the voucher or flyer.

#### **V) Notice of privacy practices**

The results of each conducted test are strictly confidential and are issued only to the Client who has ordered the Service.

#### **VI) Responsibility**

Responsibility for taking a Sample is assumed by the Client. This also applies to the quality of the sample taken, i.e. that the sample submitted to the laboratory was properly taken, labelled and sent in a manner that prevents contamination or substitution.

The Client assumes responsibility for the accuracy of all information in the Service Order Form.

If a veterinarian takes the Sample, then the responsibility for taking the Sample and the accuracy of data on the animal is assumed by the veterinarian. This also applies to the quality of the sample taken, i.e. that the sample submitted to the laboratory was properly taken, labelled and sent in a manner that prevents contamination or substitution.

If the Sample was taken by a veterinarian, confirmation of animal identity is noted on the result.

AnimaLabs<sup>®</sup> assumes no responsibility for any damage that might occur as a result of an incorrectly taken sample or as a result of some other circumstances related to conducted DNA testing.

AnimaLabs<sup>®</sup> assumes responsibility that each sample submitted by the Client is analysed in accordance with the highest international standards of DNA analysis, and guarantees the correctness and accuracy of the results.

If AnimaLabs<sup>®</sup>'s liability is established in terms of correctness and accuracy of the results, the Client may request a reasonable compensation for damage that can not exceed ten times the amount of the test fee paid by the Client.



Knowledge beyond tomorrow

**VII) Court of competent jurisdiction**

An endeavour will be made to resolve all disagreements or disputes arising between AnimaLabs® and the Client through mutual agreement in a spirit of mutual cooperation and goodwill. If an agreement cannot be reached, the parties agree to the court of competent jurisdiction in Zagreb.