

General Terms of Business

Irish Diagnostic Laboratory Services Limited

These General Terms of Business (“**Terms**”) will apply to every sample submitted to us for testing, to our test results and related recommendations and to all other aspects of the Services (as defined below).

Irish Diagnostic Laboratory Services Limited provides customers with access to secure laboratory testing (“**Services**”), to assist you in the diagnosis, management and prevention of diseases in horses and other animals, and other commercial testing services as and when required. To avail of Services you must be a qualified Veterinary Practitioner and registered with and accredited by the Veterinary Council of Ireland (“**you**”).

Alternatively, if you are a commercial customer for non-equine samples, or samples that do not require a Veterinary accreditation, we are entitled to assume that you are an authorised person responsible for submission of these samples to Irish Diagnostic Laboratory Services Ltd.

The Services are provided by Irish Diagnostic Laboratory Services Limited (“**we**” or “**us**”) registered in Ireland, registered number 385150, with our registered office at Irish Equine Centre, Johnstown, Naas, County Kildare, Ireland.

Please note the information contained on our website is for general guidance only. Neither the website nor our Services constitute veterinary advice and are not intended to replace veterinary advice which should be provided by a qualified and registered Veterinary Practitioner.

SUBMITTING SAMPLES

By submitting a sample, you are requesting us to perform the Services, and we agree to perform the Services subject to these Terms.

You must pack samples and diagnostic specimens to comply with best practice guidelines, i.e. wrapped in sufficient quantity of absorbent material to ensure contents are received by us in good condition. We recommend all specimens are sealed in a leak proof container or bag and placed in a protective outer package. We accept no liability for the traceability or quality or packaging of samples prior to receipt by us, any of which may compromise the quality of test results generated.

A duly completed Laboratory Request Form (which can be found under the Submission Forms sections of our website) must accompany each sample. You warrant to us that all information submitted on the Laboratory Request Form is complete and accurate, and you must inform us immediately if you become aware that any of the information on the Laboratory Request Form is no longer correct. We will not be responsible for any incorrect or delayed sample processing due to incomplete or incorrect Laboratory Request Forms.

DELIVERY

The test information will be delivered to you in the form of a report by fax or email, based on your preference as communicated to us, and the original test report will be posted to the address you provided us.

Delivery dates and “Turnaround Times” indicated in the Laboratory Price List are approximate and we will not be liable for any loss or damage due to our failure to meet scheduled delivery dates or for failure to give notice of delay. Time for delivery shall not be of the essence unless previously agreed by us in writing. They refer to working days and may not include weekends and bank holidays.

We will endeavour to facilitate out of hours, weekend and urgent requests by special arrangement with the laboratory.

Should a test be deemed inconclusive, we shall notify you of this and you and we will agree if a repeat test should be carried out and at an agreed price.

LIMITATIONS ON THE SERVICES

You agree that your use of the Services is at your sole risk. We cannot and do not warrant that the tests performed or test information as part of the Services will be 100% accurate due to the nature of the tests being performed.

You acknowledge that the test information does not constitute a definitive diagnosis. In a small number of cases there can be incidences of false-positive results and false-negative results. All positive, reactive or detected results must be verified by a qualified Veterinary Practitioner.

QUALITY ASSURANCE

Our Services will be provided with due skill care and diligence, and in compliance with good practice in quality assurance. Our laboratory is compliant with GLP (Good Laboratory Practice) compliant, and we are recognised as GLP compliant by INAB (the Irish National Accreditation Board). The Microbiology and Virology Units have obtained and will maintain ISO17025 Accreditation for a wide range of tests.

DISCLAIMERS AND EXCLUSION OF LIABILITY

The Services are provided in accordance with the standards set out in the section headed Quality Assurance, and in accordance with any declared specifications for individual tests. We give no other warranty of any kind, either express or implied, including, without limitation, warranties of satisfactory quality, merchantability and fitness for a particular purpose regarding the tests and the Services. We accept no responsibility or liability in respect of false results which are within the limits of the declared specifications of the tests offered or for the consequences of any actions taken by you or others on the basis of the test results or Services provided by us.

To the maximum extent permitted by applicable law, in addition to the above warranty disclaimers, IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY INJURY TO ANIMALS OR FAILURE TO DIAGNOSE ILLNESS, LOSS OF DATA, LOSS OF REPUTATION, LOSS OF PROFITS, LOSS OF EMOTIONAL WELL-BEING CAUSED BY THE TEST INFORMATION, OR ANY LOSSES INCURRED BY ANY THIRD PARTY, ARISING FROM OR RELATING TO THE SERVICES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

In no event will our total cumulative liability arising from or in relation to our Services and any test result, whether in contract

or tort or otherwise, exceed 100% of the amount paid by you for the Services.

The disclaimers, exclusions and limitation of liability under these Terms will not apply to the extent prohibited by applicable law.

We shall not be in breach of any provision of these Terms caused by your failure to observe any of your obligations or undertakings contained within the Terms.

PRICES AND PAYMENT

The charge for the Services is as set out on our Laboratory Price List (which can be found on our website www.irishequinecentre.ie) and as may be amended by us from time to time at our sole discretion. All payments must be made by you to us within 30 days of your receipt of our invoice for the relevant Services, or on such shorter payment terms as we may in our discretion specify (including payment in advance where we have any credit concerns). You agree to pay the price, the VAT (to the extent applicable) and any other charges in relation to the Services as indicated on our Laboratory Price List or delivery arrangements, or individually notified to you prior to us carrying out testing in advance and you undertake to make payment in advance by cash, cheque or bank transfer.

You should check the invoice immediately and notify us of any mistake by email to accountsreceivable@irishequinecentre.ie straight away; otherwise the details stated in the invoice will be deemed valid and correct, and you will lose the right to dispute the invoice 14 days after the invoice was sent to you.

CONFIDENTIALITY

We will maintain the confidentiality of the information supplied by you to us, except as provided below. We will discuss the test results only with you (i.e. the Veterinarian submitting the sample) and any person authorised in writing to represent you.

We are legally obliged to report the results of notifiable diseases to the relevant authorities, and we reserve the right to do so.

You must maintain in strict confidence any non-public information you receive or obtain from us or about us as a result of you availing of the Services. You may disclose confidential Information only to your employees, officers, representatives and the owner of the animal to whom the test relates, and only for the purposes of availing of the Services. Test reports may not be used, either in whole or in part, for the purpose of advertising, publicity, litigation, or otherwise without our prior written consent.

Please note that for us to continue to develop our service for the benefit of the equine industry in Ireland, all virology samples are retained for research purposes, unless you submit to us a written request for exemption from such retention.

MISCELLANEOUS

We shall not be in breach of these Terms nor liable for any delay in performing or failure to perform, any of our obligations under these Terms if such a delay or failure results from events, circumstances or causes beyond our reasonable control. In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance has been delayed or failed to be performed.

Nothing in these Terms or performance of the Services shall be construed as creating the relationship of principal and agent, partners, employer/employee or any other similar legal relationship between the parties.

Failure or delay by us to enforce any of these Terms will not constitute a waiver of our rights against you and does not affect our right to require performance thereof.

These Terms represent the entire understanding of the parties concerning the Services and overrides and supersedes all prior agreements, terms and arrangements concerning same, and will apply to the exclusion of any terms or conditions contained in any documents that you send or submit to us.

If any part of these Terms becomes illegal, invalid, unenforceable, or prohibited in any respect under any applicable law or regulation, such provision or part thereof will be deemed to not form part of the Terms between the parties. The legality, validity or enforceability of the remainder of these Terms will remain in full force and effect.

The construction, interpretation and application of these Terms shall be governed by the laws of the Republic of Ireland. In using these Services, you agree to submit to the exclusive jurisdiction of the courts of the Republic of Ireland in respect of any dispute arising hereunder.