

## F#402-1 FarmLab Diagnostics Limited Terms and Conditions for Supply of Diagnostic Testing Services

### Definitions:

“The Client”; any person, entity or organisation which requests testing services from FarmLab Diagnostics Ltd.

“Notifiable Disease”; a disease which is specifically regulated under Irish or EU legislation.

### FarmLab Diagnostics shall conduct diagnostic testing services ("Routine Diagnostic Testing Services") as follows:

a. We will test a sample following its receipt as per the list of test services outlined on our website, [www.farmlab.ie](http://www.farmlab.ie). The list of tests provided by us is subject to change by us without prior notification. We make no guarantees of test times, carried out by us unless specifically agreed to by us in writing.

b. FarmLab Diagnostics takes no responsibility for delivery of samples to the laboratory. It is the clients responsibility to ensure that samples are properly packaged and identified before dispatch to the laboratory. It is the client’s responsibility to inform themselves of current sample packaging and identification requirements. Clients can inform themselves further of their responsibilities in this regard o by reading the current edition of the “sample packaging document” on the FarmLab Diagnostics website, [www.farmlab.ie](http://www.farmlab.ie). If a sample is received in a condition such that it is considered to be broken or otherwise unsuitable for testing, we will inform you immediately and request submission of a repeat sample. There will be no additional charge in such circumstances. However, we reserve the right to charge for the original and re-test where the unsuitable condition of the sample does not become apparent until during or after test completion.

C. Test reports for tests submitted by Veterinary Practitioners will be emailed to the submitting veterinary practitioner. Test results for tests carried out under Animal Health Ireland testing Programmes will be made available to farmers via the Irish Cattle Breeder’s Federation (ICBF) database as outlined under the terms and conditions of the specific Animal Health Ireland testing Programme, [www.animalhealthireland.ie](http://www.animalhealthireland.ie). **Test results for tests carried out under national or statutory disease control programmes will be submitted to the appropriate statutory body in accordance with the terms and conditions of those schemes.** Where agreed in advance, results for other tests will be emailed or posted to the client.

d. Requests for additional testing on submitted samples will be considered by FarmLab Diagnostics where:

- Such requests are made within reasonable time upon receipt of said samples in the lab, and in any case before original test requests are completed.
- Sufficient additional test material is available
- The client undertakes to cover the cost of additional testing.

#### e. Samples and Results

Samples shall, upon receipt, become the property of FarmLab Diagnostics Ltd. Test results relating to samples received shall be treated as confidential. Test results shall be made available to the client, and any other agent requested by the client. In the case of notifiable diseases, test results will be notified via agreed means to the relevant regulatory body.

Samples may be retained by FarmLab Diagnostics for additional future testing for research or other purposes. In this case all such results will remain confidential.

#### f. Prices and Payment

Prices are available on request, and are available in current marketing material from FarmLab Diagnostics. FarmLab Diagnostics reserves the right to change prices without prior notice. FarmLab Diagnostics requires payment, or proof thereof, to accompany test samples, unless otherwise agreed with account holders. Valid means of payment are, bank drafts, postal order, cheque, electronic transfer, credit/debit card and cash.

Where FarmLab Diagnostics agrees to set up an account for the client, invoices must be paid within 30 days of issue. We will exercise our statutory right to charge interest and compensation for debt recovery costs under late payment legislation if we are not paid according to agreed credit terms. FarmLab Diagnostics requires two trade and one banker's reference in order to set up a new account.

FarmLab Diagnostics reserves the right to withhold test results or to refuse to provide testing services where payment terms are not met. FarmLab Diagnostics reserves the right to discontinue provision of diagnostic test services to clients who fail to meet payment terms.

#### g. Warranty of Performance


FarmLab Diagnostics shall exercise all reasonable skill, care and professional due diligence in the performance of the Services, however we do not guarantee or warrant that any particular result is correct or otherwise.

#### h. Limitation of Liability

Under no circumstances shall FarmLab Diagnostic's liability for any loss or damage suffered by the client or any other person as a result of our performance or non-performance of our obligations under this Contract be greater than €10,000. The client shall indemnify us in respect of any loss sustained and any expenses incurred by us arising directly out of or in connection with your breach of this Contract.

We shall not be liable in any circumstances for any indirect or consequential loss or loss of anticipated profits, loss of anticipated savings or any other economic loss in relation to test results. FarmLab Diagnostic's liability to the client under this Contract is excluded to the fullest extent permitted by law.

#### i. Subcontracting of tests

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FarmLab Diagnostics has procedures in place for the subcontracting of tests should the need arise to do so. Where FarmLab Diagnostics decides that certain tests should be subcontracted, the client will be informed in writing.