



Genex Cooperative, Inc.

100 MBC Drive
P.O. Box 469
Shawano, WI 54166
888.333.1783

Test Submission Form

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____ Fax: _____

Preferred reporting method: EMAIL FAX MAIL

Genex Account _____

Breed Association _____ Breed Association Member Code _____

Cost: \$26.00 per animal • Allow 10 working days for processing of tests.

All tests should be submitted in the enclosed envelope and must be accompanied with payment:

Attn: Beef DNA Testing
Genex Cooperative, Inc.
P.O. Box 469
100 MBC Drive
Shawano, WI 54166

Test Code	Price per Test	Number of Samples	Subtotal	New Mexico Residents add 5% sales tax	Total
AM2	\$26.00				
NH	\$26.00				
Grand Total					

AM2 = Arthrogyposis Multiplex NH = Neuropathic Hydrocephalus

Owner understands and consents to the Test Results being provided to the American Angus Association. Owner agrees that the American Angus Association has no liability or responsibility with respect to the matters covered by this Order Form, including, without limitation, the American Angus Association shall have no liability or responsibility for the reliability or accuracy of the Test or the Test Results or the performance of the Test by Lab. The undersigned understands that the samples will be submitted to GeneSeek Inc. of Lincoln, NE for testing and will be subject to the testing terms and conditions of GeneSeek. Owner further agrees to waive any potential liability towards Genex Cooperative, Inc. and its representatives.

I hereby authorize the release of test results to the respective breed association.

Signature _____ Date: _____

PAYMENT METHOD

Check (Payable to Genex Cooperative, Inc.)

Farm Plan Account #: _____

Charge my: Mastercard Visa Card #: _____

Expiration Date ____/____ 3-Digit Code on Back of Card ____ ____ ____

For Canada residents: Credit card is the only method of payment accepted.

GENESEEK, INC. TERMS AND CONDITIONS

These terms and conditions contained herein govern the order of testing services for Arthrogryposis Multiplex (AM) and/or Neuropathic Hydrocephalus (NH), from GeneSeek, Inc. ("GENESEEK") and any customer (hereinafter referred to as "You").

- 1. Acknowledgment and Acceptance.** Please read the following terms of the agreement carefully, by completing the order form, YOU hereby agree 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 YOU 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 YOU BY GENESEEK.
- 2. Provision of Services.** GENESEEK provides Arthrogryposis Multiplex (AM) and or Neuropathic Hydrocephalus (NH) testing in accordance with the specifics on the order form whether the order form is a GeneSeek form or a form provided by another entity including YOU.
- 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. YOU HEREBY EXPRESSLY UNDERSTAND 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. YOU AGREE THAT GENESEEK'S CUMULATIVE LIABILITY FOR THE SERVICES PERFORMED WILL NOT EXCEED THE AMOUNT PAID BY YOU FOR THOSE SERVICES. THE REMEDIES SET FORTH HEREIN CONSTITUTE YOUR EXCLUSIVE REMEDIES AGAINST GENESEEK FOR SERVICES PERFORMED.
- 5. Customer Representations and Warranties.** You hereby represent and warrant 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. You are responsible for taking all precautions you believe necessary or advisable to protect any sample sent to GENESEEK against damage, loss or hazard.
- 6. Indemnity.** You agree to defend, indemnify, save and hold GENESEEK and its subsidiaries, affiliates, related entities, principals, partners, agents, officers, directors, employees, attorneys, heirs, successors and assigns and each of them harmless from and against any and all claims, actions, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees, expert fees and other reasonable costs of litigation) and liabilities of any kind and character whatsoever, which may arise by reason of: 1) any act or omission of GENESEEK or any of its officers, directors, employees, or agents in their capacity as officers, directors, employees or agents of GENESEEK in providing services hereunder; and/or 2) the inaccuracy or breach of any of the covenants, promises, representations or warranties made by GENESEEK under this Agreement. The indemnity under this paragraph shall require the payment of costs and expenses by you as they are incurred by GENESEEK. Furthermore, to the fullest extent permitted by law, YOU, on behalf of YOURSELF and YOUR employees, directors, officers, members, customers, agents and consultants (all of said parties are herein sometimes collectively referred to as "YOUR Indemnitors"), shall fully indemnify, defend and save and hold harmless GeneSeek and its agents, directors, officers, employees or anyone else acting for or on behalf of GeneSeek (all of said parties are herein collectively referred to as the "GeneSeek 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, which arise out of or are connected with (i) any negligent act or omission or any willful misconduct by any of YOUR Indemnitor which relates in any manner to the Services or (ii) any breach of any obligations of YOURS as set forth in this Agreement.
- 7. Limits of Testing Services.** You agree 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 the primary agreement (AGREEMENT) between GENESEEK and You applicable to GENESEEK's services. These terms and conditions may not be amended or supplemented by You 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. Waiver.** The failure of any party to seek redress for violation of or to insist upon the strict performance of any term or condition shall in no way be considered a waiver of such term or condition or any rights thereunder or in any way affect the party's right to later enforce or exercise the same or other provisions or rights granted hereunder.
- 12. Survival.** The provisions of Sections 5 and 6 of these terms and conditions shall survive the completion and payment of the services provided hereunder.
- 13. Governing Law.** The terms and conditions hereunder shall be governed by the laws of the State of Nebraska, 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 Nebraska to adjudicate any dispute arising hereunder or relating hereto.

