

Verein Deutsch Drahthaar Group



North America Submission Form

Customer Information

Organization VDD-GNA 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 \$
Igenity® Canine VDD-GNA	\$40.00	X		
Service Fee Lab use only: Sample Pull Description: Retrieve sample from lab storage for retesting on a new platform.	\$5.00	X		
				Total \$ _____

VDD Blood Bank samples must be accompanied by a copy of the official paperwork from the VDD-GNA

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

Name on card	<input type="text"/>	<input type="checkbox"/>	Visa		
Card number	<input type="text"/>	<input type="checkbox"/>	MasterCard		
Expiration date	<input type="text"/>	Three digit security code	<input type="text"/>	<input type="checkbox"/>	Discover
				<input type="checkbox"/>	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 _____

Please send a copy of this form with samples to:

NEOGEN Genomics, c/o Sample Reception, 4131 N 48th St, Lincoln, NE 68504



NEOGEN Terms and Conditions

These terms and conditions contained herein govern the order of testing services from NEOGEN (“NEOGEN”) 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 NEOGEN, and instead the foregoing terms and conditions shall exclusively govern the provision of services to CLIENT by NEOGEN.
2. **Provision of Services** NEOGEN 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. NEOGEN will either re-perform the services, or issue a credit therefore, at our option.
3. **Warranty or Representation Disclaimers** NEOGEN 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 NEOGEN makes no representation that its testing services will be accurate, complete, or error-free.
4. **Limitation of Liability** Except as aforementioned, NEOGEN 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 NEOGEN, its agents, or employees in performing its services. CLIENT agrees that NEOGEN’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 NEOGEN 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 NEOGEN against damage, loss, or hazard.
6. **Indemnity**
 - (a) **NEOGEN Indemnification.** NEOGEN 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 NEOGEN, or its employees which relates in any manner to the Services or (ii) any material breach of any obligations of NEOGEN 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 NEOGEN 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 this document.
7. **Limits of Testing Services** CLIENT agrees that the testing services provided by NEOGEN 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 NEOGEN and CLIENT applicable to NEOGEN’S services. These terms and conditions may not be amended or supplemented by CLIENT without prior written consent from NEOGEN.
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.
13. **Sample Storage** By submitting this form the CLIENT understands that the physical samples submitted will be stored at no charge for 12 months. Following that time, unless otherwise notified by CLIENT, those samples are removed from the premises.