

Angus Australia

DNA Test Member Agreement



When ordering DNA services from Angus Australia, Angus Australia and the Member agree to the following Terms and Conditions.

1. Introduction

- 1.1 Angus Australia delivers a range of DNA services to assist members with parentage verification, the management of recessive genetic conditions and/or traits, and the improvement of production traits.
- 1.2 DNA services are delivered based on DNA samples (Samples) provided by Members. Samples can be provided in a variety of forms, with hair, semen and tissue accepted by Angus Australia.

2. Collection of Samples

- 2.1 The Member warrants that the Samples have been collected in accordance with the guidelines published on the Angus Australia website, and all information provided on the DNA Test Order Form is correct.
- 2.2 The Member warrants that the animal identification provided on the DNA Test Order Form matches the identity of the animal from which the Sample has been collected.

3. Processing of Samples

- 3.1 The Member authorises and grants permission for Angus Australia to check that the incoming Samples are of sufficient quality to facilitate the requested DNA services, and that the Samples match the details provided on the DNA Test Order Form.
- 3.2 The Member authorises and grants permission for Angus Australia to deliver the Samples to a third party service provider for processing and analysis.
- 3.3 The Member authorises and grants permission for Angus Australia to arrange for the storage of the Samples following analysis by the third-party service provider.

4. Use of Information

- 4.1 The Member authorises and grants permission for Angus Australia to receive the results of the analysis of the Samples (Created Material), and record the Created Material on the Angus Australia's database.
- 4.2 The Member authorises and grants permission for Angus Australia to display the Created Material on the Angus Australia website and/or incorporate the Created Material in Angus Australia's parentage verification services, gene probability analysis and genetic evaluation services.

- 4.3 The Member irrevocably authorises and grants permission for Angus Australia to arrange for the Samples and the Created Material to be used for research and commercialisation purposes for the benefit of all Angus Australia members, and the Angus breed, even if the Member elects to cease being a Member of the Society.

5. Fees

- 5.1 The Member agrees to pay the fees charged by Angus Australia for the provision of the DNA services, as listed on the Angus Australia website on the date the DNA Test Order Form is received at Angus Australia.

6. Intellectual Property

- 6.1 Angus Australia warrants that the Member retains all Intellectual Property rights in the Samples.
- 6.2 The Member warrants that Angus Australia retains all Intellectual Property in the Created Material.
- 6.3 Angus Australia warrants that a copy of the Created Material will be provided to the Member upon request. In such circumstances, Angus Australia will use its best endeavours to provide a copy of the Created Material in electronic format within 90 days from receipt of the request.

7. Limitation of Liability

- 7.1 The Member acknowledges and agrees that Angus Australia has not made any and hereby excludes all warranties, terms, conditions or undertakings, whether express or implied, written or oral, statutory or otherwise, including any implied warranty of merchantability or of fitness for a particular purpose in respect of analysis, testing and storage of the Samples or the Created Material.
- 7.2 Without limiting the generality of Clause 7.1, Angus Australia or any third-party with who Angus Australia has any agreement concerning the processing and analysis of the Samples will not be liable for any consequential, special, indirect liability, loss, damage, cost or expense (including, without limitation, any loss of profit, loss of revenue, loss or corruption of data, loss of any anticipated or expected revenue of profits, economic loss of any kind and loss of goodwill) suffered by the Member in connection with this Agreement or the tests and related services provided in connection with it.

