

DNA-WFFS TEST CONTRACT FOR OLDER HORSES

The undersigned assigns the Warmblood Studbook of Ireland (WSI) to engage a laboratory to perform a DNA test for the mutated gene associated with Warmblood Fragile Foal Syndrome (WFFS).

| Horse Registration No. | Name of Horse | Hair in Archive? |
|------------------------|---------------|------------------|
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The client gives permission for a hair sample from the WSI archive, the laboratory archive, or supplied by the client to be used for the test. In the event no hair sample is available in an archive a sample must be sent to WSI. The fee for the WFFS test is as follows:

| Number | Horse Type | Price per Test | Total |
|------------|---|----------------|-------|
| | Member of WSI & Irish Warmblood Horse | €50 | € |
| | Member of WSI & Non-Irish Warmblood Horse | €60 | € |
| | Non-Member | €65 | € |
| TOTAL COST | | | € |

| Information on animal | | | |
|-----------------------|---|------|-------|
| Name | | | |
| Registration No. | | | |
| Chip/Tattoo | | | |
| Date of birth | dd-mm-yyyy | Sex | F / M |
| Breed | | | |
| VHL-ID | <small>When analysis at previously submitted sample</small> | | |
| Name of Sire | | | |
| Reg.no. Sire | | | |
| Name of Dam | | | |
| Reg.no. Dam | | | |
| DNA Certificate | Yes | WFFS | |

WSI will send the DNA sample to the lab by registered post and request the test, supply to the client a digital copy of the lab test result, supply a written guide to interpret the test result, and offer advice on how to use the test results when making breeding decisions with your mare and/or stallion.

The “Terms & Conditions for DNA-WFFS Test” apply, as do the rules and regulations of WSI. The client declares to have received a copy of the “Terms & Conditions for DNA-WFFS Test”, and agrees with them. The data obtained and collected in the context of the WFFS test is owned and managed by WSI. The client receives the test results for his or her own use.

The client agrees to pay the above amount by bank transfer or credit/debit card. Payments are non-refundable.

your name:
address:
county:
eircode:
telephone:
email:

Date:

Signature:

Please return the completed contract by one of the following means:

- *Email (scanned): **admin@irish-warmblood.com***
- *Post: **WSI, 14 Carrowgar, Ogonnelloe, Scarriff, Co. Clare V94 TR52***
- *WhatsApp (photo): +35387222.9701*
-

Payment: Please ensure your name accompanies the bank transfer.
Bank: Bank of Ireland
Account: Irish Warmblood Studbook Ltd
BIC: bofiie2d
IBAN: ie91bofi90441322533027
or
Card: Please ring WSI with credit/debit card details -- 087.222.9701



Terms & Conditions for DNA-WFFS Test

Definitions

1. WSI: Irish Warmblood Studbook Ltd trading as Warmblood Studbook of Ireland in Ogonnelloe at 14 Carrowgar, further to be referred to as WSI.
2. Client: the natural person or legal entity, or company, who/which is the owner or party registered with WSI, of/for a horse and with whom/which WSI has concluded an agreement, further to be referred to as the client.
3. Assignment: the assignment provided by the client to WSI to execute a DNA test of a horse.
4. Agreement: the agreement reached by the client and WSI.
5. DNA test: an investigation into the hereditary constitution of a horse for a specific characteristic on the basis of DNA material.

Applicability

6. These general terms and conditions apply to the execution of the DNA test for the gene associated with Warmblood Fragile Foal Syndrome (WFFS).
7. These general terms and conditions apply to the agreement between the client and WSI.
8. These general terms and conditions apply to Members in Good Standing of WSI and non-members.
9. The rules and regulations of WSI apply to the members.
10. Assignments provided to WSI exclusively engender an obligation to use best endeavours and not an obligation of result, unless it is otherwise evident from the agreement.
11. WSI also includes directors and employees of WSI and all persons working for it and on its behalf, who execute (parts of) the calculations or a DNA test, as instructed by WSI. WSI is responsible for the employees or persons engaged by it during the execution.
12. WSI has the right, without prior warning, to implement adjustments in these general terms and conditions for new assignments.
13. WSI has the right not to accept an assignment.

Objective

14. The objective of the test is to determine if the tested horse is a carrier (N/WFFS) of the gene associated with WFFS or is free of the gene (N/N).

Horses

15. Verification of parentage is not a standard part of this assignment.
16. If the client requires new verification of parentage an additional assignment must be provided for this purpose.

DNA sample

17. DNA samples will be collected in the form of hair (or blood or semen) for the purpose of the DNA test.
18. On request of the client, a DNA sample the WSI or laboratory archive can be used, provided that this is held in stock. If this is not held in stock a hair sample will be taken by a veterinary surgeon. The client can personally provide a DNA sample to WSI, however this is exclusively with prior permission from WSI.
19. The DNA sample must meet the quality standards to be set out by WSI and our laboratory.

Risk

20. WSI endeavours to ensure that the completeness, accuracy and up-to-dateness of the data made available to the client are as great as possible. WSI takes measures for this purpose with regard to the entering and processing of data and quality control of data and databases.
21. The client is aware of the fact that the value of the horse may decrease based on the test result and the client accepts this risk.

Ownership

22. The material that is collected and saved for the purpose of a DNA test will be the property of WSI.
23. The data that are acquired and collected in the context of the DNA test is the property of and will be managed by WSI to advance the development of the studbook.
24. The client will receive, for personal use, the test result.
25. The client provides permission to WSI to record the acquired data in the horse register and to use this data in accordance with the objective of WSI under its rules and regulations, including the use for breeding, journalistic, historical, statistical, informational, and scientific purposes.
26. The data that are recorded during the execution of the DNA test will remain linked to the individual horse. This data will be managed and used by WSI for various breeding purposes, including breeding value estimate(s), selection of horses, breeder education, and on zootechnical certificates.
27. All intellectual property rights to all material, data and databases, or knowledge and methods under development, or developed, pursuant to this agreement or otherwise, are exclusively vested in WSI.

Quality assurance

28. The objective of the quality assurance is to establish whether the collected samples and data sufficiently meet the quality requirements so as to be recognised.
29. WSI have the option to inspect (have inspected) the parentage in the context of the quality assurance.
30. A new DNA sample must be collected if the collected DNA does not meet the quality requirements.
31. WSI engages expert laboratories.

Publication

32. It ensues from the objectives of WSI that for the purpose of and related to the breeding, all horse data with the accompanying personal and company data can be provided and published, unless determined otherwise.
33. The test results for Approved and Recognised stallions will be published so that the breeders can use this information when choosing a partner for their mare. The client provides express permission for this purpose to WSI by means of the assignment.
34. The test results for mares and non-approved/non-acknowledged stallions are accessible for the owner/registered party and will be exclusively published after receipt of permission in writing from the client.
35. Publication can take place through the internet and/or in printed form.

Complaints

36. WSI will fulfil its obligations with the required due care and expertise.
37. Complaints from the client regarding the manner in which WSI fulfils its obligations must be reported promptly after noticing, in writing, to WSI.
38. In the event of a complaint WSI will assess the complaint and if WSI finds the complaint justified WSI can either proceed with a new execution of the DNA test or with payment of compensation, except for when this liability is excluded: see **liability**.
39. The processing of a complaint does not suspend the payment obligation of the client.
40. WSI can request that an independent third party investigates the level of any damage.
41. If requested the client will make all information, that WSI or the third party to be appointed by WSI requires for the establishing of any damage, available to WSI or to the third party referred to, all this subject to forfeiture of the right to complain of the client.
42. Complaints regarding the mode of action of officials of WSI fall under the appeals procedure in the WSI rules and regulations.

Exclusion and limitation of liability of WSI

43. WSI can only be held liable for an attributable failure after WSI has been given notice of default promptly, properly, and in a detailed manner concerning this. The latter includes inter alia a reasonable period in which to still be able to fulfil the obligation. WSI cannot be held liable for an attributable failure of the laboratory, and vice versa.
44. WSI will not be liable for damage caused by the result of the DNA test.

Payment

45. All prices are in Euro and exclude VAT unless stated otherwise.
46. WSI retains the right to change the prices and rates.
47. Payment must be made to WSI's bank account via bank transfer or credit/debit card payment without any deduction or setoff.
48. The costs must be paid in advance (unless agreed otherwise) within the payment term set out without any reduction or setoff.
49. Legislative changes to the VAT rate will be charged on to the client.
50. The costs of the verification of parentage will be charged additionally.

Disputes and applicable law

51. The legal relationships between WSI and the client are exclusively governed by Irish law.

Force majeure

52. WSI will not be bound to the fulfilment of any obligation if this is not reasonably possible for WSI resulting from changes arisen, through no fault of WSI, in the circumstances existing at the entering into of the agreement.
53. A failure on the part of WSI will not be at its expense and risk if this is the result of an infectious illness or government interventions.

Other

54. The processing time depends on the delivery period of the DNA test and the capacity of the laboratory and the reporting time of the test result. The processing time can vary from a few weeks to several months.
55. The client commits to register with WSI all eligible foals out of tested mares.
56. The client commits to submit covering certificates to WSI for all eligible mares naturally covered by or inseminated with semen from a WSI Approved stallion.
57. Tests performed on stallions, mares, and foals not in the Irish Warmblood/WSI population are not governed by paragraphs 55 and 56 above.

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