



DNA-WFFS TEST CONTRACT FOR NON-WSI HORSES/MEMBERS

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 1 (WFFS1).

Horse Registration No.	Name of Horse

The client will supply a sample of 30-40 hairs with roots placed in a plastic bag with the horse's name written on the bag.

The fee for the WFFS test is as follows:

Number of Tests	Horse Type	Price per Test	Total
	Non-Member & Non-Irish Warmblood Horse	€65	€

Information on animal	
Name	
Registration No.	
Chip/Tattoo	
Date of birth	
Sex	
Breed	
VHL-ID	
Name of Sire	
Reg.no. Sire	
Name of Dam	
Reg.no. Dam	
DNA Certificate	Yes <input type="checkbox"/> 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 the telephone 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 Total cost 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***
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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/WFFS1) of the gene associated with WFFS1 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.
24. The client will receive a copy of the test result.
25. The client provides permission to WSI to record and store the signed contract, the test result, and associated correspondence.
26. 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

27. 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.
28. WSI have the option to inspect (have inspected) the parentage in the context of the quality assurance.
29. A new DNA sample must be collected if the collected DNA does not meet the quality requirements.
30. WSI engages expert laboratories.

Publication

31. Test results will not be disclosed to any party other than the party that requested and paid for the test.

Complaints

32. WSI will fulfil its obligations with the required due care and expertise.
33. Complaints from the client regarding the manner in which WSI fulfils its obligations must be reported promptly after noticing, in writing, to WSI.
34. In the event of a complaint WSI will assess the complaint and if WSI

Disputes and applicable law

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

Force majeure

48. 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.

49. 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

50. 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.

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