



Memorandum of Agreement
Histiocytic Sarcoma in
Bernese Mountain Dogs (test)



Research carried out by the Canine Genetics Team of the Institute of Genetics & Development of the National Centre for Scientific Research (CNRS) in Rennes (France) has enabled the identification of the genetic markers associated with the risk of developing and transmitting to offspring genetic factors associated with Histiocytic Sarcoma in the Bernese Mountain Dog. In order to enable breeders to take advantage of these preliminary results, the ANTAGENE Laboratory, in collaboration with the CNRS Canine Genetics Team, proposes to offer a DNA test, which will be part of the ongoing research being undertaken by the CNRS Canine Genetics Team and its partners.

Statistical analysis of these genetic markers has been used to produce a genetic index. This index can help breeders in the selection of breeding stock and matings. It is not, however, a prediction of the occurrence of the disease. This test is only a probability test, based on information from a population of 1081 French Bernese Mountain Dogs and validated on European and American populations.

The test for Histiocytic Sarcoma is not an endpoint but a continuation of the research on Histiocytic Sarcoma. The test will be optimized and refined with advanced research. For this your participation is essential. Learn more about the ongoing HistoSarcoma research at [Berne-IWG](http://berner-iwg.cloudaccess.net/health-links.html) (<http://berner-iwg.cloudaccess.net/health-links.html>)

Mr/Mrs/Miss/Ms _____

Address _____

I hereby certify that I am a breeder of Bernese Mountain Dogs with the kennel name (if applicable):

_____ and as such:

- I recognize that this test is a genetic tool to assist in the management of my Bernese Mountain Dog breeding program in terms of the disease, Histiocytic Sarcoma in Bernese Mountain Dogs, and I agree to contribute information to advances in research into Histiocytic Sarcoma in Bernese Mountain Dogs for better understanding of this disease and to improve the predictive power of this test.
- I recognize that this test provides no individual diagnostic data, but that this test only determines a probability of the animal developing the disease. To the fullest extent permitted under applicable law, the ANTAGENE laboratory does not accept responsibility or liability for any compensatory, punitive, direct, indirect, consequential, incidental, special loss or damages of any kind resulting from the use of this test, including but not limited to loss of use, loss of income, lost profits, loss of time, loss of sales, injury to personal property, any liability the customer incurs with respect to any other person, or any other type or form of consequential damage or economic loss however caused and regardless of form of action whether in contract, tort, including negligence, strict product liability or otherwise regardless if ANTAGENE has been advised of the possibility of such damages. The customer acknowledges and agrees that any risks of loss hereunder are reflected in the price of the testing services and that these terms would have been different if there had been a different allocation of risk.
- I agree to not use the results of this test in connection with the sale of puppies and, under no circumstances I will use the results as an advertising or commercial argument for my dog or my kennel, due to the risk mentioned above.

The ANTAGENE laboratory and the CNRS Canine Genetics Team in Rennes will hold all data provided by the owner and any other data resulting from this test in the utmost confidentiality.

This memorandum of agreement is subject to French law.

I have read and understood and agree to the conditions of this test for Histiocytic Sarcoma as stated above.

Please complete and sign two copies of this document - keep one for yourself and send one with the sample.

Date: _____

In: (location) _____

SIGNATURE OF OWNER (LAST NAME, first Name)

ANTAGENE GENERAL SALES TERMS AND CONDITIONS

Version : 1st march 2016

These sales terms conditions are agreed to, on the one hand, by the company ANTAGENE, appearing in the Companies Register (RCS) of Lyon (FRANCE) as number company 441 545 258, referred hereinafter to as "ANTAGENE" and, on the other hand, by any natural person or corporate entity wishing to make a purchase from ANTAGENE. These conditions apply to all services offered by ANTAGENE concerning DNA tests.

Purpose

These sales terms and conditions set down the contractual relationship between ANTAGENE and the customer and the terms applicable to all purchases made. The customer is defined as a pet owner who wishes to have one or more genetic tests performed on his animal.

The purchase of a genetic analysis implies unreserved acceptance by the customer of these sales terms conditions.

These sales terms and conditions shall prevail over any other general or special terms and conditions not specifically approved by ANTAGENE.

ANTAGENE reserves the right to change these sales terms and conditions at any time. In such event, the sales terms and conditions applicable will be those in effect at the date of the order placed by the customer.

Any request for analysis by the customer is deemed as a contract between ANTAGENE and its customer.

Shipping

The customer or its representative is solely responsible for the collection of samples intended for analysis and for shipping. ANTAGENE takes acceptance of the sample when the sample is received at ANTAGENE's laboratory.

Characteristics of the offered services

The services offered are those appearing on the price list, published on the ANTAGENE website. Any requests for analysis shall be made using the materials provided by ANTAGENE for cheek swab sampling, and in compliance with the associated documentation.

Sampling

Any sample received by ANTAGENE shall comply with the following characteristics

- Cheek swab: flush-cut swab, kept in a sealed tube filled with 90° ethanol
- Blood collection: in EDTA tube with a minimum of 1 ml of blood
- Tissues: kept in a sealed tube filled with 90° ethanol

All samples must be received by ANTAGENE within 15 days of the time of collection.

Any sample not collected in compliance with the above mention may be refused by the ANTAGENE laboratory. Accordingly, ANTAGENE may ask its customer to provide a new sample meeting with its requirements. ANTAGENE reserves the right to destroy samples not in accordance with these requirements.

Samples submitted to the laboratory may not be refunded, unless agreed to otherwise. They will be kept at the laboratory for 30 days from the time of receipt of such sample at ANTAGENE's laboratory. Beyond this date, the samples may be destroyed.

An analysis made from a sample collected in compliance with ANTAGENE's requirements may not necessarily meet internal quality controls conducted by the laboratory. In such event, ANTAGENE may be required to ask the customer to provide a new sample.

Quality

ANTAGENE is committed to a quality approach and is ISO 9001 certified. ANTAGENE chooses best-suited techniques for every analysis.

Rates

The prices appearing in the price list are quoted in euros including tax at the rate applicable on the date of the order. Any change in the tax rate may be added to the prices or services.

ANTAGENE reserves the right to change its prices at any time, it being understood that solely the prices listed in the catalogue on the date of the order will apply.

Order modification or withdrawal

Any change of an order is subject to a new order or an order amendment accepted by ANTAGENE.

Any request for analysis that has been administratively processed shall be payable. In the event of cancellation by the customer of a registered order, the work carried out will be payable, even if no result is provided to the customer

Payment Terms

Payment for genetic tests is due upon the receipt of the file (filled sampling certificate, accompanied by corresponding sample and payment). No result for an analysis for which ANTAGENE has not received payment will be provided to the customer.

An invoice showing VAT will be sent by email to the payer party and will be downloadable from the customer's personal account on the secure website (My Account: <https://antagene.com>). The customer will receive the invoice by postal mail on his demand solely if the paper option has been chosen and paid.

In the event DNA analyses are paid for by a third party, the results are sent solely to the owner of the animal and to the veterinarian who collected the sample, and in no event to any third party payer.

Lead times

The lead times provided by ANTAGENE on its price list are provided for information purposes only and are adhered to for 95% of the orders placed by customers. No delay in these lead times will give rise to any compensation or cancellation of the current order by the customer.

Results and analysis reports

For every genetic analysis, ANTAGENE submits a report of results to the owner of the animal tested and to the veterinarian who collected the sample.

The results are sent by email provided that the customer and veterinarian have each given their valid email address.

The result report is available in pdf format on the customer's personal secure account (My Account: <https://antagene.com>). The customer will receive the report results by postal mail solely if he has chosen and paid for the paper option.

To ensure confidentiality, no result will be given by telephone.

ANTAGENE recognises no partial reproduction of the text of the result report provided. ANTAGENE acknowledges that full reproductions of analysis reports are accurate and that they comply in every respect with the original kept at its offices.

Confidentiality

ANTAGENE discloses no information regarding samples and the results of tests conducted using samples provided by the customer.

The results of the animals can be transmitted to structure and / or agencies and / or third parties, provided that the customer has previously given its consent.

Any consent given by the customer is final.

Complaints

ANTAGENE may be notified of any complaints by mail, phone or even by email. As part of its Quality Management, ANTAGENE agrees to process complaints in a timely manner and to keep the customer informed regarding the processing thereof. Any complaint concerning a service ordered shall intervene within 60 days following the receipt of the sample.

Liability

ANTAGENE is responsible for samples that are submitted to the company for one month from receipt of the sample at the ANTAGENE offices.

ANTAGENE's financial liability is limited to the price of the genetic analysis concerned and may not exceed the price charged for the order at the time of the damage. ANTAGENE disclaims any liability for any illegal use that may be made of the documents it issues.

Personal Data

In compliance with the French Freedom of Information act of 6 January 1978, personal information regarding customers may be processed by computer.

ANTAGENE reserves the right to collect customer information including by using cookies.

Customers have the right to access and rectify information concerning them as provided for under the French Act of 6 January 1978.

Archiving

ANTAGENE archives all result reports issued and their corresponding invoices.

Settlement of disputes

These sales terms and conditions are subject to French law.