

February 2017

TERMS AND CONDITIONS OF BUSINESS

Avacta Animal Health Limited provide professional serological testing, interpretation and advisory services. Avacta Animal Health Limited (company number: 03879639) (**AAH**) and our professional advisors provide results and interpretations which rely on data communicated by you the primary care veterinary surgeon; we therefore do not purport to diagnose or treat your patient. Without personally having made a physical examination or conducted tests on the patient, the diagnosis and treatment decisions are the ultimate responsibility of the primary care veterinary surgeon and should not be based solely on laboratory results or general literature. Test protocols and interpretations are based on recommendations from our consultants, team of research scientists and current veterinary literature.

Supply of Service

The supplier (Avacta Animal Health Limited) shall provide the service to the client (Veterinary surgeon) as detailed on the sample submission form. Any changes will be advised in writing.

Use of Samples

It is your responsibility as the client to ensure that you obtain, store, transport and supply the required samples (being blood, whole blood, serum and/or plasma, and/or urine) (**Samples**) in accordance with all applicable Law (*as defined below). You shall ensure that you obtain the necessary express informed permissions and consents from the owner of the patient and indicate this on the applicable test submission form (including without limitation, in respect of veterinary surgeon/client confidentiality and in accordance with all applicable data protection legislation) for: (i) use of the Samples by AAH in order to perform the testing services; and (ii) the storage, use and destruction of any residual or surplus Samples by AAH for its academic and/or commercial research and development purposes in order to further its product and service offering and develop further diagnostic tests (**R&D Purposes**). AAH will **not** supply the residual Samples to any third parties. You shall comply with the Royal College of Veterinary Surgeons Code of Professional Conduct for Veterinary Surgeons and Supporting Guidance as best practice in respect of the obtaining and supply of Samples.

Any and all outputs resulting from AAH's use of the Samples (including without limitation, data, results, intellectual property rights, products) for R&D Purposes are owned by AAH. The patient's owner may retract their original consent for AAH to use the Samples for R&D Purposes. In such circumstances, AAH will destroy the relevant Samples and shall not be under any obligation to return such Samples to you or to the patient's owner. You shall ensure that you have obtained the necessary consents in order to give effect to the position under this paragraph.

Prices

The latest net prices are published separately (VAT exclusive) correct as of February 2017. VAT at the current rate will be added to the invoice. Prior notice of change will be given where possible to current clients but we reserve the right to change prices without notice.

Discounts

A 20% discount (on allergy tests only) is only available for charity cases, assistance dogs and staff pets. If the case qualifies for this discount please label it clearly on the submissions form.

Payment

Payment terms are net thirty (30) days from the date of invoice. Payment maybe made by BACS transfer as well as by cheque. For customers in the European Union, payment maybe made in Euros. Please contact our Accounts department for further details. We reserve the right to charge interest on overdue accounts at the statutory rate for late payment of commercial debts.

Remedies

If there is a default in our services, the supplier will (at its own option): (i) re-perform the services free of charge; or (ii) refund the price. This shall be your sole and exclusive remedy. Nothing in these Terms of Business shall or is intended to exclude or limit liability for death or personal injury caused to humans or for fraud or any other liability that cannot be excluded or limited as a matter of law.

Postal Samples

FREE pre-paid postal packs for the submission of allergy samples are available on request. Diagnostic samples must be packed in accordance with Royal Mail regulations. It is the responsibility of the sender to ensure that samples are correctly packed. A courier service is recommended for overseas submissions.

Hours of Business

Monday – Friday, 8.30am – 5.00pm. A message service is in operation when the laboratory is closed.

“As the UK’s only small-animal allergy test manufacturer we pride ourselves in delivering quality laboratory services and a high standard of customer support to the veterinary profession. We continually strive to exceed your expectations, however if there are any aspects of our service which do not meet these, please do not hesitate to contact us on the following numbers:”

Customer Services: 0800 8494 550

Commercial Manager: 07860 925261

Accounts: 0844 414 0452

***Law** means (including without limitation) the Veterinary Surgeons Act 1966; Animal Welfare Act 2006; Animal Health Act 1981; Animals (Scientific Procedures) Act 1986; Data Protection Act 1998, General Data Protection Regulation 2016 together with: (i) any and all statutes or proclamations or any delegated or subordinate legislation; (ii) any applicable and enforceable European Union right to the extent it applies in the United Kingdom; (iii) any applicable guidance, direction, determination, standards, regulatory requirements or regulatory approvals or approvals; and (iv) any applicable and binding judgment of a relevant court of law; in any applicable jurisdiction in each case from time to time. Any reference to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

© 2017 All rights reserved- Avacta Animal Health Limited