

## **DNA Testing Terms and Conditions**

These DNA Testing Terms and Conditions (T&Cs) shall apply to all DNA samples submitted for DNA testing via an AHA Sample Submission Form (each a "Sample"). By submitting a Sample for testing, the Member agrees that these T&Cs apply to the Sample, all testing and other uses of the Sample, all results of the testing, and all publications or other uses of the results and related data and information.

**Ownership and Use.** Upon submission of the Sample, the Sample shall become the sole and exclusive property of AHA, and Member shall be deemed to have assigned all right, title and interest in and to the Sample to AHA. AHA may use the Sample and provide any portion of the Sample to others for any purpose that promotes the interests of the Hereford breed as determined by AHA. Such uses may include parentage verifications, genetic abnormality testing, and breed improvement testing and research, but AHA agrees to refrain from using or allowing others to use any portion of the Sample for cloning or gene editing. AHA may also use and provide to others the results of any testing of the Sample and associated data and information (including phenotypic data and performance values), for any purpose that promotes the Hereford breed. The results of tests conducted with respect to the Sample will be published by the AHA, including, without limitation, on the record of the animal and any progeny of the animal.

**Storage.** The testing lab or AHA intend to store the Sample for purposes of conducting the testing requested by the Member in the Sample Submission Form. Once the initial testing results are reported to the Member, AHA may have remaining portions of the Sample stored for subsequent testing or use, but has no obligation or responsibility to do so and has no obligation or responsibility to make such portions available to the Member for subsequent testing or use.

**Testing Lab.** The Sample should be sent to the testing lab that is designated on the Sample Submission Form. AHA has entered into an agreement with the testing lab to provide the testing services to AHA's Members. While AHA has secured the testing services of the testing lab in an effort to ensure uniformity in testing, it should be understood that the testing lab is a third party laboratory and that AHA does not control the quality or performance of any of the services provided by the testing lab.

**LIMITATION OF LIABILITY.** AHA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE SUITABILITY, USEFULNESS, RELIABILITY, COMPLETENESS, AVAILABILITY, TIMELINESS OR ACCURACY OF THE TESTS, THE TEST RESULTS, AND/OR ANY OTHER INFORMATION, DATA, PRODUCTS OR SERVICES PROVIDED IN CONJUNCTION WITH THE TESTING OR IN RELATION TO THE SAMPLE. ALL SUCH TESTS, TEST RESULTS, AND OTHER INFORMATION, DATA, PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. AHA HEREBY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND WITH REGARD TO THE TESTS, THE TEST RESULTS, AND/OR ANY OTHER INFORMATION, DATA, PRODUCTS OR SERVICES PROVIDED IN CONJUNCTION WITH THE TESTING OR IN RELATION TO THE SAMPLE, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

IN NO EVENT SHALL AHA BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, LOSSES, CLAIMS, INJURIES, OR LIABILITIES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF THE SAMPLE, DATA OR PROFITS, LOSS OF ANTICIPATED OR EXPECTED REVENUE, OR BUSINESS INTERRUPTION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE TESTS, THE TEST RESULTS, OR OTHER INFORMATION, DATA, PRODUCTS OR SERVICES PROVIDED WITH THE TESTING OF THE SAMPLE OR THE USE OR PUBLICATION OF THE SAME, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF AHA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECT, FAILURE OR ERROR IN RELATION TO THE TESTING AND SAMPLE SHALL BE A REFUND TO THE MEMBER OF THE TESTING FEE AND/OR RE-TESTING.

**Miscellaneous.** These T&Cs constitute the entire agreement between the Member and AHA with respect to the Sample, all testing and other uses of the Sample, all results of the testing, and all publications or other uses of the results and related data and information. This agreement shall be construed, enforced, and performed in accordance with the laws of the State of Missouri, without reference to the principles of conflicts of laws. If any provision of this agreement is unlawful, void, or unenforceable, whether in its entirety or in any portion, then such part shall be deemed amended, if possible, or deleted, as the case may be, from the agreement in order to render the remainder of the agreement and any provision thereof both valid and enforceable. With respect to any particular Sample, these T&Cs may not be altered, amended, modified, or rescinded, orally or by any other document, except by a writing signed by authorized representatives of each of the Member and AHA.