1. DEFINITIONS AND INTERPRETATIONS
   A Definitions:
   (a) Unless the context otherwise requires:
      (i) “Business Day” means a day that is not a Saturday, Sunday or any other day which is a public holiday in Auckland, New Zealand;
      (ii) “Customer” means the person who has completed a Sample Submission Form and submitted it to Service Provider.
      (iii) “Fee” means the relevant prices on the Sample Submission Form.
      (iv) “Samples” means any samples submitted by the Customer to Service Provider for the purposes of the tests described in the Sample Submission Form.
      (v) “Services” means the services described in the Sample Submission Form.

   B Interpretation:
      (i) All monetary amounts are in New Zealand dollars, unless otherwise stated.
      (a) The Sample Submission Form and these Terms and Conditions form the agreement between the Customer and Service Provider (“Agreement”).
      (b) The term “person” includes an individual, partnership, firm, company, body corporate, corporation, association, organisation, trust, estate, state or government or any agency thereof, municipal or local authority, and any other entity, whether incorporated or not (in each case whether or not having a separate legal personality).

2. PERFORMANCE OF SERVICES
   A The Customer engages Service Provider to provide the Services as requested by the Customer in the Sample Submission Form.
   B Service Provider will carry out the Services as specified in the Sample Submission Form.

3. REMUNERATION
   A The Customer must pay the Fee to Service Provider for the Services provided as described in the Sample Submission Form.
   B By agreeing to these terms and conditions and by accepting the Services on credit, the Customer authorises Service Provider to make enquiries as to the credit and financial history of the Customer, including but not limited to, by obtaining such reports from credit reporting agencies as may be required by Service Provider from time to time. Any credit offered may be conditional upon the Customer providing personal guarantees in relation to the Customer's obligations and their consent for Service Provider to make such enquiries as to their personal and commercial credit and financial history, including, but not limited to, by obtaining such reports from credit reporting agencies as may be required by Service Provider from time to time.
   C The Customer shall not be entitled to withhold payment or make any set off or deduction from the price of Services supplied or from any other payment due by the Customer.
   D Service Provider reserves the right to terminate the Customers credit account at any time. In the event of such termination, Service Provider may require security for payment and may suspend performance of its obligations under the Contract until the provision of such security. Such termination shall be without prejudice to any other rights Service Provider may have, and the Customer will not be entitled to any compensation in respect of such termination.
   E The Customer agrees to pay to Service Provider, or at Service Provider's direction, all reasonable collection costs, including commissions and legal charges on a solicitor and client basis, on all moneys outstanding on its credit account should the Customer breach any of these terms and conditions and action be taken by or on behalf of Service Provider to recover the debt.
   F Service Provider shall only be responsible to comply with regulations, bylaws, codes and standards specified in the Sample Submission Form and Service Provider shall be under no liability whatsoever for any failure to meet any other regulations, bylaws, codes and standards.
   G In the event of there being any changes in any regulations, bylaws, codes or standards with which Service Provider is obliged to comply after the date of the Sample Submission Form, then any additional costs in meeting such changes shall be to the account of the Customer.
   H Unless otherwise agreed in writing by Service Provider, Services will be charged at Service Provider's list prices at the date the Services are provided, Service Provider's list prices are subject to change by Service Provider without notice to the Customer.

4. RISK
   A Risk of any loss, damage or deterioration of or to the Samples shall remain with the Customer upon acceptance of delivery by Service Provider. Once delivery has been accepted by Service Provider, Service Provider shall take reasonable care of the Samples.

5. LIABILITY
   A To the fullest extent permissible at law:
      (a) All representations, terms, warranties, guarantees, or conditions whether implied by statute, common law or custom of the trade or otherwise, including, but not limited to, implied warranties, guarantees or conditions of merchantability and/or fitness for a particular purpose, are excluded.
      (b) Service Provider shall have no liability to the Customer or any of the Customer's representatives for anything, other than a breach by Service Provider of an express provision of this Agreement (including but not limited to negligence on the part of Service Provider or its employees or agents).

Customer acknowledges that it does not rely on any representation or statement made by or on behalf of Service Provider or its employees or agents other than the express provisions of this Agreement. To the full extent permitted by the laws of New Zealand, any conditions or warranties imposed by such legislation are hereby excluded. Insofar as liability under or pursuant to such legislation may not be excluded, such liability is limited at the exclusive option of Service Provider, to:
C Service Provider routinely stores Samples for future use, but makes no commitment that they will be available for further testing.

D The Customer releases and indemnifies and shall continue to release and indemnify, Service Provider from and against:

(a) all actions, claims, proceedings or demands by any person (including those brought by third parties) in respect of any loss, damage or costs brought against it, whether on their own or jointly with the Customer and whether at common law, in equity or pursuant to statute or otherwise arising out of the Customer's exercise of its rights under this Agreement;

(b) all damages, costs and expenses incurred in defending or settling any such claim, proceeding or demand; and

(c) any liability or cost incurred by Service Provider as a result of any breach by the Customer of any provision of this Agreement.

E This clause 7 shall survive expiration of this Agreement.

6. DEFAULT

A A Default occurs if any one or more of the following occurs:

(a) The Customer defaults in performance of its obligations under this Agreement (including failure to make payment on the date the payment is due).

(b) The Customer defaults in performance of its obligations under any other agreement with Service Provider.

(c) The Customer becomes insolvent or is adjudicated bankrupt or an application is made for its liquidation or a liquidator or receiver is appointed in respect of its assets.

(d) The Customer enters into, or is likely to enter into, any composition or arrangement with its creditors.

(e) The Customer no longer carries on business or threatens to cease carrying on business.

(f) A change of ownership or effective control of the Customer occurs or the nature of the Customer's business is materially altered.

(g) Any other event which Service Provider considers may materially adversely affect the ability of the Customer to perform any of its obligations under this Agreement.

B If a Default occurs, Service Provider, without prejudice to any other rights or remedies, may at its option do any one or more of the following:

(a) Require all moneys outstanding to be immediately due and payable.

(b) Require security for the Customer's obligations to Service Provider's satisfaction.

(c) suspend the Agreement in which case Service Provider shall not be obliged to perform any of its obligations under this Agreement during the period of suspension including, without limitation, provision of the Services ordered by the Customer. Any suspension shall not prevent Service Provider from terminating the Agreement during the period of suspension.

(d) Terminate the Agreement.

C The Customer shall pay all costs incurred by Service Provider, (including costs on a solicitor/client basis and debt collectors' costs) incurred in the recovery or attempted recovery of outstanding moneys and the enforcement of this Agreement.

D Payments by the Customer shall be applied in reduction of amounts owing by the Customer in such order as Service Provider determines.

7. INTELLECTUAL PROPERTY

A In this Agreement:

(a) "Intellectual Property" includes patents, design patents, registered designs, copyrights, trade dress, trade marks, trade and business names and trade secrets, and applications for any of the foregoing as well as rights in and to inventions, discoveries, improvements, look and feel, works and names;

(b) "Trade Mark" means the registered trade mark(s) used by Service Provider.

B Unless the parties agree otherwise:

(a) the Customer will own all rights, including Intellectual Property rights, in any material created by Service Provider, which includes gene test result reports, genetic conditions reports, client reports, profile reports, parentage verification reports, reinterpreted client data reports, sample confirmation reports, sample status reports and SIC reports, for the Customer in providing the Services to the Customer pursuant to this Agreement (the "Created Material"), provided, however, that Created Material excludes any raw data, which includes genotype data, laboratory results files, marker information, phenotype data and Intellectual Property that Service Provider is obligated to protect; ("Raw Data"). For the avoidance of doubt, Service Provider shall retain ownership of all rights, including Intellectual Property rights, in any Raw Data; and

(b) the Customer grants to Service Provider a perpetual, non-exclusive, royalty-free licence to use all Intellectual Property in the Created Material for such research, development and commercialisation purposes as Service Provider sees fit.

C Service Provider licenses the Customer to use the Trade Mark in the Customer's own promotional and sales materials in connection with the Services carried out by Service Provider for the Customer under this Agreement. Service Provider will provide the Customer upon request with a copy of the Trade Mark of a quality suitable for reproduction.

D The Customer must only use the Trade Mark with the prior written approval of Service Provider for each type of use or application, and Service Provider will not unreasonably withhold such approval.

E When using the Trade Mark, the Customer must not allow the appearance of the Trade Mark to be altered in any way (other than proportional size adjustment) without Service Provider's prior written approval.

8. OWNERSHIP AND USE OF SAMPLES

A The parties acknowledge and agree that all Samples remain the property of the Customer.

B Samples will be used only in delivery of the requested Services.

C Service Provider routinely stores Samples for future use, but makes no commitment that they will be available for further testing.

D The Customer is responsible for all costs associated with the freight of DNA test kits and the Created Material.

E Service Provider will attempt to confirm with the Customer the number of Samples received and any Samples that Service Provider cannot process (for example, due to duplicates or missing information). Any re-sampling required to correct poorly taken, contaminated or incorrectly identified samples is at the Customer's expense.

F For the avoidance of doubt, Service Provider will not reimburse the Customer for any Samples that fail to produce a genotype.

9. CONFIDENTIALITY

A In this clause 9, unless the context otherwise requires:

(a) "Approved Purposes" means the purpose of this Agreement;

(b) "Confidential Information" means information of every kind:

(i) concerning, or in any way connected with:

(I) either party or a Related Company of either party; or

(ii) the business, property or affairs of either party or of any officers or employees of either party; or

(ii) which is the property of either party or a Related Company of either party; and which:

(iii) is disclosed in writing, orally or by any other means by either party or by any person on either party's behalf to the other or an employee, officer or agent of the other; or

(iv) comes to the knowledge of either party or an employee, officer or agent of either party by any means; and includes

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Neither party shall be liable for any failure or delay in complying with any obligation imposed on that party under an Agreement if:

(a) the failure or delay arises directly or indirectly from a cause reasonably beyond that party's control and not due to the default or insolvency, or an intentional act or omission, of that party;
(b) that party, on becoming aware of the cause, promptly notifies the other party in writing of the nature and expected duration of, and the obligation affected by the cause; and
(c) that party uses its reasonable endeavours to mitigate the effect of the cause on that party's obligations and to perform that party's obligations on time despite the cause, but nothing in this clause shall excuse a party from any obligation to make a payment when due under the Agreement.

10. NO PARTNERSHIP OR EMPLOYMENT
A The parties acknowledge that they have no authority to bind each other without the other's specific consent.
B The parties acknowledge that Service Provider enters into this Agreement as an independent contractor.

11. NO ASSIGNMENT
A Neither party to this Agreement may assign or otherwise deal with the whole or any part of it except with the prior written consent of the other party which consent may not be unreasonably withheld; provided, however, either party may, without such consent, assign this Agreement, in whole or in part, to any of its respective Related Companies or successors-in-interest. Any permitted assignee shall assume all obligations of its assignor under this Agreement.

12. DISPUTE RESOLUTION
A If there is a dispute under this Agreement, the parties must negotiate in good faith to resolve the dispute in a spirit of goodwill and compromise.
B If there is a dispute under this Agreement that is not resolved in accordance with clause 12A above the parties must participate in a mediation to attempt to resolve that dispute.

(a) The referral to mediation will be commenced by a party giving notice to the other party stating the subject matter and details of the dispute and requiring the dispute to be referred to a mediator to be appointed by the parties. Failing agreement within 10 Business Days after the date of giving the notice, the mediator will be appointed at the request of a party by the President (or his or her nominee) for the time being of the Arbitrators' and Mediators' Institute of New Zealand Inc ("AMINZ"). The mediation will be conducted in accordance with the AMINZ mediation protocol.

13. ANTI-BRIBERY WARRANTIES
A The Customer warrants, represents and undertakes to Service Provider that:

(a) All information provided by the Customer during Service Provider's pre-contractual due diligence, including all information provided in the Third Party Entity FCPA Due Diligence Questionnaire (if completed), is complete, truthful and accurate;
(b) It has not offered, promised or paid, either directly or indirectly, any money or anything of value to a government official (including, but not limited to, a healthcare professional) to induce such government official to act in any way in connection with his/her official duties or to otherwise obtain an improper advantage for the Customer or for Service Provider and will not offer, promise, pay or authorise such an offer, promise or payment in the future; and
(c) The Customer will at all times comply with the Service Provider Anti-Bribery and Anti-Corruption Principles available at www.zoetis.co.nz

14. PUBLICATIONS
In any publication (including advertising and promotional material) relating to this Agreement or the Created Material, Service Provider shall not publish individual results from testing without first obtaining the Customer's prior written consent.

15. FURTHER ASSURANCE
Each party must promptly, at its own cost, do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

16. SEVERABILITY
If anything in this Agreement is unenforceable, illegal or void, then it is severed and the rest of this Agreement remains in force.

17. ENTIRE UNDERSTANDING
This Agreement contains the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement.

18. VARIATION
An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.

19. COSTS AND DISBURSEMENTS
Each party must pay its own costs and disbursements connected with the negotiation, preparation and execution of this Agreement.

20. NOTICES
A A notice or other communication connected with this Agreement has no legal effect unless it is in writing.

21. SPECIAL CONDITIONS
This Agreement is subject to any Special Conditions set out in the Fee for Service Agreement. In the event of any conflict between the Special Conditions and another clause of this Agreement, the Special Conditions shall prevail.

22. FORCE MAJEURE
A Neither party shall be liable for any failure or delay in complying with any obligation imposed on that party under an Agreement if:

(a) the failure or delay arises directly or indirectly from a cause reasonably beyond that party's control and not due to the default or insolvency, or an intentional act or omission, of that party;
(b) that party, on becoming aware of the cause, promptly notifies the other party in writing of the nature and expected duration of, and the obligation affected by the cause; and
(c) that party uses its reasonable endeavours to mitigate the effect of the cause on that party's obligations and to perform that party's obligations on time despite the cause, but nothing in this clause shall excuse a party from any obligation to make a payment when due under the Agreement.

23. GOVERNING LAW AND JURISDICTION
A The law of New Zealand governs this Agreement. The parties submit to the jurisdiction of the courts of New Zealand.