

## **ICHO Cerebellar Abiotrophy- CA Testing Instructions**

to the:

1101040	5.1.0.1
name /reg#	Dam:
_	rellar Abiotrophy- CA in Curly horses for ICHO at a reduced fee ed price, all hair samples, forms and payment must be sent to the
ICHO Office 322 Tulie Gate Rd Tularosa, NM 88352	[*Do Not send to Vet Gen directly*] Make checks/money orders payable to: ICHO or pay online at:
,	http://ichocurlyhorses.org
	es Total \$ PayPal Ck# e by Email Postal mail
	the info first and then print and sign for ease of use and s 1, 2 & 3 and send with your hair sample and payment to ust ignore and print.
	not cut) with root bulbs attached. ne middle with tape or rubber band and
required of Vet Gen, ICHO also incl Gen so they know these are at the re	d payment to ICHO. The two forms below are ludes a form when we send the samples to Vet duced rate for owners. If you have any questions please curlyhorses.org
	orse! ICHO is tracking results privately, if you would our webpage publicly, your signature is
YES- I give ICHO permission to website pg:	to list my horses CA test results publicly on the CA
Signed	Date
Print name:	
NO- I do not give ICHO permi	ssion to post my horses results on the webpage.

Please print all 3 pages and send with your sample/s, and payment to ICHO. Three pages are required for each horse sample submitted to ICHO for VetGen.

Sample is submitted by:	Owner/Breeder □Veterinariar	X Other ICHO	(check one)
Owner/Breeder Name			
Address		City	
State	ZIP	Country	
Phone ()	Fax	()	
Email Address			
Horse Name			0.O.B
☐Male ☐Female Color	Breed	Reg.No	
PLEASE SEND RESULTS TO	X International Curly Horse X Email (check one)		-
SEND REPORT VIA	X International Curly Horse X Email (check one) NG TO BE PERFORMED IF DNA SAMI	All results are conf	idential
PLEASE SEND RESULTS TO  SEND REPORT VIA	X International Curly Horse X Email (check one) NG TO BE PERFORMED IF DNA SAMI EE TO THE WARRANTY / TERMS and NA SAMPLE PROVIDED TO VETGEN	All results are control of the service of the servi	idential  GE 3 OF THIS FORM.
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PLEASE SEND RESULTS TO  SEND REPORT VIA  Mail S  SIGNATURE REQUIRED FOR TESTION  1) I HAVE READ AND AGRE 2) I CERTIFY THAT THIS DI  SIGNED:  PRINT NAME:  (only if applicable)  Name Bunny Reveglia  Name International Curly Horse  Address HC 31 Box 102A	X International Curly Horse X Email (check one)  NG TO BE PERFORMED IF DNA SAMI EE TO THE WARRANTY / TERMS and NA SAMPLE PROVIDED TO VETGEN  See Organization- ICHO	All results are confined by the second secon	idential  GE 3 OF THIS FORM.  X ICHO Office  Clinic X Registry

Mail to VetGen, LLC, 3728 Plaza Drive, Suit One, Ann Arbor, MI 48108 USA
Or fax to 734-669-8441 Toll Free 800-483-8436 US and Canada Phone 734-669-8440
www.vetgen.com vetgen@vetgen.com

Be sure to print and send all 3 pages of this form.

## **VetGen, LLC Terms and Conditions**

- 1. **Binding Terms**: These Terms and Conditions shall govern the testing services provided to the undersigned customer ("Customer") by VetGen, LLC ("VetGen) in accordance with the DNA Test Sample Submission Form. This is a legally binding agreement between Customer and VetGen.
- 2. **Samples:** VetGen will handle and store all samples sent by Customer with due care. All samples sent to VetGen shall become the sole property of VetGen. VetGen shall have no obligation to return or store any samples sent by Customer once VetGen has completed the testing services.
- 3. **Nonconformance of Services**: Within twenty (20) days after Customer receives the test results from VetGen, Customer must notify VetGen in writing of any nonconformity of the testing services, describing the nonconformity in detail, otherwise all testing services and data shall be conclusively deemed accepted by Customer without qualification. Customer's sole and exclusive remedy for the nonconformance of testing services performed by VetGen is described in Section 4 below.
- 4. Limited Warranty: VetGen warrants that any testing that it performs for Customer pursuant to the DNA Test Sample Submission Form will be performed in accordance with generally accepted industry standards of care and competence. Customer's sole and exclusive remedy and VetGen's sole and exclusive liability under the foregoing warranty shall be either to re-perform the testing or provide Customer with a refund for the testing as solely determined by VetGen. VetGen will bear all reasonable shipping costs if testing is to be re-performed. To the fullest extent permitted by applicable law, VetGen disclaims all other representations and warranties, expressed or implied, with respect to the testing services performed by VetGen including but not limited to any implied warranties or merchantability, fitness for a particular purpose, accuracy, or infringement. Customer's sole remedy for breach of warranty is limited to those remedies as stated above.
- 5. Additional Liability Limitation: To the fullest extent permitted under applicable law, VetGen shall not have any liability for any incidental, compensatory, punitive, consequential, indirect, special or other damages, 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 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 VetGen has been advised of the possibility of such damages. Customer understands 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.
- 6. **Indemnification**: Customer further agrees to indemnify and hold VetGen, its affiliates, shareholders, directors, employees, agents and its successors and assigns harmless from all costs, claims, charges, losses, damages, expenses, liabilities or civil proceedings of any kind, including reasonable attorneys fees, arising from or related to any third-party action or claim brought against VetGen related to its performance of testing services for Customer.
- 7. **Governing Law**: These terms and conditions and the testing services provided by VetGen shall be governed by and construed in accordance with the laws of the State of Michigan, USA without regard to its conflicts of law provisions. Customer hereby consents to jurisdiction of the courts of the State of Michigan, USA and waives any objection to venue in Washtenaw County.

RE SEVERE COMBINED IMMUNODEFICIENCY DNA TESTING:

Patent No's. US 5,976,803, and 6,249,334 B1, GREAT BRITAIN 2335 984 A, AUSTRALIA 745234. Licensed Exclusively by The Board of Regents of the University of Texas System to VetGen LLC