

General

- The provider will test samples as per turnaround times stated on website. (www.animalhealthlabs.ie).
- If a sample is received in an inappropriate testing condition then the client will be informed immediately or as soon as is possible and repeat sample requested.
- The provider is not responsible for post and packaging of incoming samples to the laboratory and advice customers to follow packaging guidelines as per website. (www.animalhealthlabs.ie).
- **The Provider uses a third party courier service. The Provider is not responsible for goods while in the possession of the courier company.**
- **An Urgent Testing Service is available for all samples, a fee will be charged for this service subject to times and dates results are requested for by the customer (minimum charge of €10.00). Please contact AHLI directly should you require use of this service.**
- No verbal results will be given over the phone. All results will be available via online system via website, (fax, or email results will only be provided on written request by the client).
- The latest revision of test interpretations is available on your online secure login or upon request.
- Should the client request additional testing to a sample, then provided there is sufficient test sample available, additional testing will be carried out and the charge will be added per current price list.
- The provider may use any residual samples in the future for research purposes. All client information will remain confidential in such testing.
- Force Majeure, the provider is not liable for failure to perform its obligations if such failure is as a result of Acts of God (including fire, flood, storm, hurricane or other natural disaster), government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service and any other cause or causes similar or dissimilar to the above which cannot be controlled by either party.
- Should the need arise the provider has procedures in place whereby testing will be subcontracted out to approved suppliers when in house testing cannot be conducted. In such cases the provider reserves the right to subcontract testing when and if required. The client will be advised when this is necessary and may at their discretion cancel the tests.
- **The Provider** is a designated testing laboratory for The BVD National Compulsory Eradication Programme. To view the BVD designated laboratory criteria as set by Animal Health Ireland please refer to www.animalhealthireland.ie.
- **Up to date details on accreditation, approval for testing is available on The Providers website www.animalhealthlabs.ie**

Price + Payment

- Price Lists are available on our website, catalogues and other medium, and are subject to change without prior notice. If the price on the website at the time of order differs to the actual price, the client will be notified immediately to confirm whether they wish to proceed with the order
- All fees are subject to VAT at prevailing rates, as of July 2012 the rate is 13.50%.

- All new customers and non-account holders must accompany samples with payment before an order will be accepted.
- All accounts are payable 30 days from invoice date. The Provider reserves the right to charge interest and shall pass on debt collection fees if agreed terms are not met.
- The Provider reserves the right to withhold testing or results if account terms are not met.
- Any new accounts require two trade references.
- The Provider reserves the right to retain the information gathered from the testing and may use such information without limitations, but without compromising the clients' confidentiality.
- The sample remains the property of the Provider unless specifically stated otherwise in writing prior to testing.
- Promotional codes are available to clients on the AHLI website, log in details are available upon request.
- All statements are sent on a monthly basis.
- The Provider can terminate this contract at any stage by providing written notice, if you fail to pay any part of the price payable within the agreed terms.
- **Underpaid post –Underpaid postage will incur a cost of €3.40 per package to be added to the said customers BVD charge :See An Post Rates below
<http://www.anpost.ie/AnPost/PostalRates/Standard+Post.htm>**
- **Empty BVD samples – these will be charged at normal testing cost of €2.80 per sample**
- **The provider will in no circumstances give credit for any BVD testing carried out. All samples are to be paid for in advance of testing; all unpaid samples will be placed on hold until payment is received by the laboratory. We encourage all BVD customers to have their BVD accounts in credit prior to submitting samples for testing.**

Confidentiality

- The term confidential information for the purposes of these terms and conditions shall include every piece of information (electronic and other) which is not normally accessible and due to whose nature one may assume that any party wishes to keep this piece of information secret or information which is identified as confidential.
- The client has access to a secure confidential Animal Health Laboratories Ltd login.
- **In the unlikely event of confirmation of a notifiable disease, the provider reserves the right to contact the relevant parties and bodies. This will be confidential between the provider and the client – specific reference to: S.I. No. 408/2017 - Notification and Control of Diseases affecting Terrestrial Animals (No. 2) Regulations 2016 (Amendment) Regulations 2017.**
- **AHLI is committed to operating in an impartial way and shall not allow commercial, financial or other pressures to compromise impartiality.**

Limitation of Liability

- The Providers liability shall not exceed €10,000 in any individual case.

Definitions

- The Provider – Animal Health Laboratories (Ireland) Limited trading as Animal Health Laboratories (AHL).
- Customer – Any business or individual that requests services provided by AHL.