

GENERAL TERMS AND CONDITIONS OF SALE - ANTAGENE

Version: August 9, 2024

These General Terms and Conditions of Sale (GTCS) are concluded between:

On one hand, the company ANTAGENE, registered in the Trade Companies Register (RCS) of Lyon - France, under number 441 545 258, hereinafter referred to as "ANTAGENE",

And on the other hand, any natural person or corporate entity, owner of an animal for which they wish to perform a genetic analysis at the ANTAGENE laboratory, hereinafter referred to as "the customer". These GTCS concern all the services offered by ANTAGENE in the field of genetic analysis.

These General Terms and Conditions of sale are governed by French law. Only the French language version is contractually binding.

Object

These GTCS aim to define the contractual relationships between ANTAGENE and the customer, as well as the conditions applicable to any purchase made. The purchase of a genetic analysis implies an unconditional acceptance by the customer of these GTCS, which shall prevail over any other condition, general or particular, not expressly agreed upon by ANTAGENE. ANTAGENE reserves the right to modify its GTCS at any time. In this case, the applicable conditions will be those in effect on the date of the order by the customer. The version of the General Terms and Conditions of Sale applicable is available on the ANTAGENE website.

Any request for analysis received by ANTAGENE, made by the customer or by their representative, constitutes a contract between ANTAGENE and its customer.

Shipping

The Shipping of samples for analysis is carried out under the full responsibility of the customer or their representative. The liability of ANTAGENE begins upon receipt of the samples at its premises.

Characteristics of the services offered

The services offered are those listed in the price list published on the ANTAGENE website. Any request for analysis must be made using the sampling kit provided by the ANTAGENE laboratory upon order (sampling material and certificate).

Sampling

Any sample received by the ANTAGENE laboratory must meet the following requirements:

Buccal Swab: swab cut flush to the brush, kept in a sealed tube identified by a unique number, filled with ethanol.

Blood Sampling: a minimum of 1 ml of blood in an EDTA sealed tube (report animal's name or chip n° on the tube)

Tissue: keep the tissue in a sealed tube, filled with ethanol, (report animal's name or chip n° on the tube). **No formaldehyde.**

All samples must reach ANTAGENE within 15 days following the sampling.

Authentication

For a result to be officially recognized, the sample taken from an identified animal (microchip or tattoo) must have been authenticated by a veterinarian. By checking the gender and identification of the animal, reporting them with the tube number, dating, signing and stamping the sampling certificate and realizing the sampling, the veterinarian authenticates the sample.

After receipt of the sample and sampling certificate form, no modification will be accepted. In case of error, a new sampling must be carried out at the expense of the sampling veterinarian.

Non-compliance

Any sample not meeting the above requirements may be rejected by the ANTAGENE laboratory. The customer will be asked to provide a new sample complying with the above requirements. ANTAGENE reserves the right to destroy non-compliant samples.

Quality controls

ANTAGENE chooses the most suitable techniques and quality controls for each analysis to ensure the reliability of the results. A compliant sample may not be of sufficient quantity or quality to pass the quality controls set up by the laboratory. It may be requested to provide a new sample.

Rates

The prices indicated in the price list are in euros including VAT. They take into account the VAT applicable on the day of invoicing. ANTAGENE reserves the right to modify its prices at any time, provided that the price listed in the price list published on the ANTAGENE website on the day of the order will be the only one applicable. Any change in the VAT rate may be reflected in the price of the analyses. Any professional breeder may benefit from a specific rate provided they have a SIRET number and an APE code corresponding to the breeding of pets.

Order modification or withdrawal

Any modification of an order must be the subject of a new written order. Any request for cancellation must be written. Any request for analysis that has undergone administrative processing is due, even if no result is provided to the customer.

Payment terms

Payment for genetic analyses is due upon receipt of the folder (completed sampling certificate and the sample). In the absence of payment, no result will be provided to the customer. An invoice showing the VAT will be sent to the customer by email. The invoice is also downloadable from the customer's secure personal account on the ANTAGENE website. The invoice will be sent by postal mail only at the customer's request.

Average lead time

The lead time provided by ANTAGENE is indicative and respected for 95% of orders placed. Exceeding these time frames cannot give rise to any compensation or cancellation of the current order.

Results and analysis reports

For each genetic analysis performed, ANTAGENE provides a results report to the owner of the tested animal as well as to the sampling veterinarian and/or prescriber. The results are transmitted by email, assuming that the customer and the veterinarian have provided a valid email address. The results report is also downloadable from the customer's and veterinarian's secure personal account. The results report will be sent by postal mail only at the customer's request.

ANTAGENE does not recognize any partial reproduction of the provided results report. ANTAGENE only recognizes full reproductions of analysis reports, faithful and in all respects identical to the original stored in its databases.

Sale of an animal

Upon presentation of an ICAD card, the animal will be linked to the new owner, who will then have access to all the animal's previous results. The former owner will then lose access to this data on his secure personal account.

Confidentiality

ANTAGENE does not disclose information concerning received samples or results to third parties without the customer's request. If genetic analyses are paid by a third party, the results are transmitted only to the customer who owns the animal and under no circumstances to the paying third party. However, the results may be transmitted to structures and/or organizations and/or third parties, provided that the customer has previously given their consent. Any consent given by the customer is definitive. To ensure confidentiality, no results can be provided on the phone at customer's request.

Complaints

For any complaint brought to the attention of ANTAGENE by mail, telephone, or email, ANTAGENE undertakes to deal with it promptly and to keep the customer informed of its processing. Any complaint must be made within a maximum period of 60 days after receipt of the sample by the laboratory.

Liability

ANTAGENE is responsible for the samples for 60 days from the receipt of the sample in ANTAGENE's premises. ANTAGENE's financial liability is limited to the price of the concerned genetic analysis and may not exceed the price invoiced for the order in which the damages occurred. ANTAGENE disclaims all liability for illegal uses that may be made of the documents it issues.

Personal data

In compliance with the law on information technology, files, and freedoms of January 6, 1978, personal information about customers is subject to automated processing. ANTAGENE reserves the right to collect information about customers, including by using cookies. Customers have the right to access and rectify their data, in accordance with the General Data Protection Regulation (GDPR). The data protection charter is available on the ANTAGENE website.

Storage by ANTAGENE

Samples

Received samples cannot be returned, unless otherwise agreed. They will be kept for 60 days from their receipt in the premises. Beyond this period, the samples will be destroyed.

DNA

ANTAGENE stores DNA extracted from samples and reserves the right to use it for research purposes. At the customer's request, new genetic analyses can be performed on stored DNA; these analyses will only be feasible if the quality and quantity of stored DNA pass the quality controls.

Results

Analysis results and invoices are archived for 10 years.

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