

General Terms and Conditions

This document sets out the General Terms and Conditions for ordering genetic tests using the web interface www.genocan.eu operated by GenoCan Ltd., ID: 09772766 with its registered office at K Babe 608/11, 621 00 Brno, Czech Republic, as a legal entity conducting business under the Trade Licensing Act 455 / 1991 Sb. as amended.

In accordance with the provisions of Section 1751, Paragraph 1 of Act No. 89/2012 Coll., The Civil Code, these business conditions regulate the mutual rights and obligations between the provider and the customer within the framework of genetic examination of an animal sample.

I. Definitions

Provider:

GenoCan Ltd. - Genetic Laboratory
Company ID: 09772776
email: info@genocan.eu
www.genocan.eu
Contact person: Mgr. Miroslav Hornak, Ph.D.
Phone: +420 776 850 577

Customer:

A person or business entity carrying out an order using on-line order form or via email, phone or in writing.

Provider performance:

Service (genetic testing) performed by the provider to the customer on the basis of a contractual agreement of the parties, resp. on the basis of an order sent by the customer, confirmed by the provider.

Result:

The result sheet sent by the provider to the customer.

Sample for examination:

Whole blood, isolated DNA, tissue or buccal swab

II. Sample collection, receipt and archiving

- The provider will perform the examination of a sample sent and taken by the customer. If sampling is performed by a veterinarian or an other authority, a proper collection and the identification of an animal shall be confirmed on the

request form by its signature and stamp. On the result sheet, the provider shall state whether the sampling and identification were carried out by a veterinarian or by another authority or not.

- DNA sample archiving is performed automatically for 3 years. After this time, the samples can be discarded, or anonymised and thus used for research purposes. If the customer does not wish to archive DNA sample, or does not agree with anonymous use for research purposes, they shall contact the laboratory, which will dispose the sample upon the request.

III. Transport of the sample to the laboratory

- The customer will send a sample accompanied by filled request form to the laboratory address at his own expense, unless otherwise agreed.
- The customer sends the sample properly packaged and according to the laboratory's instructions, so that the sample can be delivered to the laboratory without any problems.
- The customer is obliged to pay any additional costs associated with the transport, such as customs fees, if the provider asks him to do so. This applies when transporting samples from countries outside the European Economic Area. Failure to follow the payment instructions may lead to delays in delivery.

IV. Refusal of examination

The provider may refuse to examine the sample in case of:

- insufficient amount of a sample
- unlabeled sample
- sample delivered without request form
- a sample taken into incorrect tube a or by a laboratory not approved buccal swab collection kit
- a degraded sample

V. Cancellation of examination

- The customer can cancel the examination free of charge before accepting the sample by the provider. If buccal swabs has been already shipped to the customer, the provider may charge a cancellation fee equal to the shipping fee, the cost of the buccal swabs and 10% of the order price.
- Cancellation of the order after the receipt of the sample by the provider cannot be performed, due to the work started by the provider.

VI. Result of examination and complaint

- The customer is fully responsible for the correct collection, marking and identification of the sample.



- The customer acknowledges that the examination may not be performed successfully, which especially applies for buccal swab samples. The provider contacts the customer and agrees on the conditions of repeated testing.
- The results are confidential and are provided exclusively to the customer, even in the case of providing a discount for membership in the breeding club.
- The result is sent to the customer by email in the form of a pdf certificate within a standard turnaround time of 1-2 weeks. For panel examinations containing multiple tests, the turnaround time is 2-3 weeks.
- The provider will send the test result to the customer only after payment of the price for the examination.
- The customer acknowledges that the results accuracy of the genetic test is between 97-99%, and is informed on the accuracy of the particular genetic tests in the result report.
- When testing Rhodesian ridgebacks for a ridge predisposition (ridge gene test), the result is the number of the ridge gene copies (R/R - 2 copies, R/r - 1 copy, r/r - no copy). The laboratory is not responsible for the birth of puppies without a ridge if the test is used to optimize sire and dam mating, as it cannot rule out a hidden genetic mutation / polymorphism or incomplete penetrance of the ridge gene, which may lead to suppression of the ridge phenotype.
- The customer may file a complaint about the accuracy of the result sent by the provider, but is obliged to submit facts indicating the incorrectness of the result.

VII. Final Provisions

- These General Terms and Conditions enter into force on 2.6. 2021
- Rights and obligations not stated in these General Terms and Conditions are governed by the relevant provisions of the Civil Code as well as the Consumer Protection Act.