



AHL use only

Accession #

Receiving Date

* denotes mandatory fields which must be completed, to avoid delay in reporting. Attach extra pages for sample and animal ID's

Submitters Details

Submitter's / Veterinarian's Name

Company / Practice Name*

Address*

Telephone ()

Email Address(es)

Submitter's Reference

PO number

Invoice to* As above ☐ Other

Submission Details

Reason for Submission*

Import ☐ Export ☐ Diagnostic ☐ AI Centre ☐

Quality Control ☐ Surveillance Project / Survey ☐

Other (specify)

Exporting Date (if applicable):

Owner Details

Owner's Name

Trading/Property Name

Address

Telephone ()

Submission / Animal Details							Date Collected* (N/A, if none)
Species*							
Sample Type (e.g. blood, EDTA, tissue)	Animal ID	Breed	Microchip No.	Age	Sex	Test Requested	

Clinical History/Provisional Diagnostics/Comments (N/A, if none)

Declaration

Submitter Declaration: I declare I have full authority to act on behalf of the owner of specimens in relation to this submission, including acceptance of the terms and conditions. I have submitted the specimens to MPI for the testing services described above and by signing this declaration I agree to the terms and conditions attached to this form covering the provision of that service. If in providing these services MPI finds evidence of any unwanted organism or exotic pest or disease, I authorise any information I have provided to be used to investigate or respond to these findings.

Signature of Submitter*

Date*

AHL USE ONLY

Duty Scientist
Check
Initial
Date

Case Entered
Initial
Date

Containment
Level
PC2
PC3+

Chain of Custody
Team:
Date/Initials:

Split Tests
Dispense For:
Sample At:

Terms and Conditions for the provision of Testing Services

1. Parties

- (a) Her Majesty the Queen of New Zealand acting by and through the Minister for Primary Industries (MPI).
- (b) The submitter of samples for testing services as set out in the accompanying Submission Form (Submitter).

2. Formation of Contract

The contract is formed when MPI receives the correctly filled in Submission Form, the signed declaration and the samples fulfilling any requirements of MPI, and MPI commences the testing services, excluding the unpacking and storage of samples.

3. Testing Service

MPI will provide the testing services to the Submitter indicated in the attached Submission Form (the **Testing Services**) in a competent and professional manner. Results of the tests will be provided to the Submitter as set out in the Submission Form or as agreed. MPI will endeavour to provide the results of the tests within a reasonable time taking into account the nature of the tests, the number of tests requested and whether MPI has chosen to subcontract some of the tests. Failure by MPI to provide the results of the tests by any particular date will not constitute breach of this contract.

4. Submission of Samples

The Submitter will submit the samples with a signed declaration and a correctly filled in Submission Form. MPI reserves the right to request that the samples are provided in a particular form or in a particular manner. MPI reserves the right to reject any samples that in its view do not meet the above requirements. It is the choice of the Submitter as to whether the samples will be replaced by the Submitter, at the Submitter's expense, or whether, where possible, MPI will continue to provide the Testing Services and all extra costs incurred by MPI will be met by the Submitter. The risk of the samples shall be that of the Submitter until the samples arrive at the premises of MPI.

5. Payment

The Submitter will pay to MPI the cost of the Testing Services as set out in the most current Laboratory Services Price List or as agreed in writing between the parties. Payment will be made by the Submitter by the 20th of the month following the date of a GST invoice from MPI outlining the Testing Services provided and the amount due.

6. Use of Samples

The Submitter agrees that in addition to the Testing Services provided, MPI may use samples submitted for its own research and testing purposes. Results from MPI's own research and testing purposes are not part of the Testing Services of this contract and are not required to be provided to the Submitter. All intellectual property rights arising from MPI's own research and testing shall belong to MPI as such rights arise.

7. Subcontracting

MPI may engage any third party to provide any part(s) or all of the Testing Services with the Submitter's approval (such approval not to be unreasonably withheld or delayed). If the use of the third party is approved MPI will advise the Submitter which parts of the Testing Services are being subcontracted. Where the Submitter requests a test that requires MPI to subcontract that test to another laboratory MPI will not be responsible for any delays outside its reasonable control.

8. Disclaimer of Warranty

MPI will take reasonable care to perform the Testing Services and provide the results in a competent and professional manner. MPI makes no representation as to the fitness for purpose of the test results. MPI's warranties are limited to those set out in these terms and conditions, and all other conditions, guarantees or warranties whether expressed or implied by statute or otherwise (including any warranty under Part 3 of the New Zealand Contract and Commercial Law Act 2017) are expressly excluded. The Submitter agrees and represents that it is acquiring the Testing Services, and entering this contract, for the purpose of trade. The parties agree that:

- (a) to the maximum extent permissible by law, the Consumer Guarantees Act 1993 does not apply to the supply of the Testing Services or this Contract;
- and
- (b) it is fair and reasonable that the parties are bound by this clause 8.

9. Limitation of Liability

Except for direct damage or loss to the Submitter caused by a breach of these Terms and Conditions by MPI, to the maximum extent allowed by law, MPI has no liability in contract or tort, including negligence, to the Submitter or any other person in respect of this contract or the Testing Services, including for anything that happens to the samples, or for any loss of profit or income, or for indirect or consequential damage or loss to, or for any cost, including legal costs. The maximum extent of MPI's liability to the Submitter or any other person for damage or loss caused by a breach of these Terms and Conditions or otherwise will be limited to the cost of the Testing Services requested in the particular Submission Form.

10. Entire Agreement and Variation

These terms and conditions together with the Submission Form and signed declaration constitute the entire agreement between the Submitter and MPI. No attempt by the Submitter to alter the standard terms and conditions will be effective unless a variation is agreed to in writing by the parties and such variation becomes part of these terms and conditions.

11. Disputes

If any dispute arises between the parties on any matter arising out of this contract that cannot be settled by negotiation between the parties, that dispute will be referred to mediation before commencing any litigation. Either party may commence mediation by giving written notice to the other party. If the parties cannot agree on a mediator within two (2) working days of one party giving notice to the other under the preceding sentence, the mediator will be selected by the President for the time being of the Resolution Institute (or its successor). The parties will, to the extent reasonably practicable, continue to perform their obligations under this contract as far as possible as if no dispute had arisen pending the final settlement of any matter referred to mediation.

12. Termination

Either party may terminate this contract at any time by giving at least 14 days' notice in writing to the other. On termination of this contract, the Submitter remains liable for actual costs incurred by MPI in carrying out the testing services prior to the date of termination of this contract (including any actual costs under a pending invoice). The termination of this contract does not affect those rights of each party which accrued prior to the time of termination.

13. Force Majeure:

Neither party will be liable for failure to fulfil its obligations under these Terms and Conditions if such failure arises from any cause reasonably beyond its control including acts of God, industrial action, riots, war, terrorism, epidemics, a Biosecurity response under the Biosecurity Act 1993, fire, communication line failures, power failures, earthquakes, or other disasters. Where a situation of this kind continues for more than five (5) working days, MPI, in its sole discretion, may terminate this agreement.

14. Jurisdiction:

The law of New Zealand will apply to this agreement.



- **Additional Sample & Animal ID's** (if required)

[illegible]