



General Terms and Conditions of the Apigenix Association for Animal Genetic Analysis Services

1. Validity

- 1.1. Apigenix, as an association based in Switzerland, carries out analyses and provides services in the field of animal genetic analysis on behalf of its customers. These General Terms and Conditions (**GTC**) apply to all laboratory orders from a customer to Apigenix in Switzerland and Europe and are an integral part of all contracts between the customer and Apigenix. **Customers** under these T&Cs are private individuals acting in their own name as well as the representatives of organizations or official bodies that place a laboratory order with Apigenix.
- 1.2. The current and valid version of these Terms and Conditions shall apply. Apigenix reserves the right to unilaterally amend these T&Cs at any time. The current version of the T&Cs can be [accessed \(downloaded\)](#) at any time at www.apigenix.com.

2. Placing of order

- 2.1. The Customer places the order with Apigenix by sending the order form, which has been duly and correctly completed.
- 2.2. The customer is solely responsible for the proper and correct collection, packaging and labeling of the samples as well as the procurement of the correct packaging from Apigenix.
- 2.3. Customer is responsible for the timely arrival of samples at the laboratory on the dates agreed with Apigenix.
- 2.4. Apigenix excludes all responsibility and liability for incorrect collection, manipulation, packaging, labeling of samples and/or for entries on the order form. Apigenix also has no obligation to check the accuracy and completeness of the data provided by the customer.

3. Execution of the analysis order

- 3.1. Apigenix provides its services carefully and in compliance with the applicable law and in accordance with the recognized state of the art of technology and science. The laboratories commissioned by Apigenix are generally accredited according to ISO 17025.
- 3.2. The specific provision of services by Apigenix as well as the processing time depends on the type and scope of the analysis order, which corresponds to the information in the currently valid version of the order form or the valid offer.
- 3.3. Apigenix reserves the right to carry out additional relevant analyses as part of the analysis order and to reproduce this information on the report without being asked.
- 3.4. The customer is responsible for the collective transports of all of its samples.
- 3.5. Apigenix transmits findings to the customer electronically by e-mail. The interpretation of the findings is solely the responsibility of the customer.
- 3.6. Involvement of third parties: Apigenix may engage third parties for the execution of the analysis order for the partial or complete fulfillment of the order, provided that this is in the interest of the customer or serves the fulfillment of the analysis order.

4. The final cancellation delay for placed orders is 2 weeks before the execution date.

5. Sample Storage/Archiving Reports

- 5.1. Genotypes and DNA extractions have been generated by Apigenix and remain its property.
- 5.2. DNA extractions are stored for 10 years, provided that they meet the necessary requirements in terms of quality and quantity. There is no obligation for Apigenix to continue to store these after the analysis and transmission of findings. Apigenix reserves the right to use the DNA extractions for further scientific questions without further consultation. DNA extracts can also be made available to the customer for further genetic testing.
- 5.3. Genotypes are archived by Apigenix and may be made available to the customer for further analysis. Apigenix also has the right to further use them for scientific questions without further consultation.
- 5.4. Reports are archived by Apigenix. After the expiry of the statutory retention periods, Apigenix reserves the right to destroy them.

6. Invoice

- 6.1. Unless otherwise agreed with the Customer, Apigenix will invoice for the preparation of the analysis results in accordance with the individual agreement between Apigenix and the Customer.
- 6.2. For orders that could not be processed due to late arrivals, improperly or incorrectly taken samples, loss of sample material due to improper packaging or shipping, Apigenix will invoice in the amount of the damage incurred, but at least EUR 40 per sample.
- 6.3. Apigenix invoices are due for payment without deductions within 30 days from the date of invoice.
- 6.4. Unjustified deductions will be invoiced retrospectively. If no payment is made within the payment period, the customer will be in default without Apigenix having to carry out a formal dunning procedure. In the event of late payment, Apigenix may charge interest on arrears at the rate of 10%. The defaulting debtor of the remuneration must compensate Apigenix for the collection expenses in excess of this.

7. Privacy

- 7.1. Apigenix collects, stores, processes and uses the necessary data disclosed by the customers in compliance with the data protection regulations only for the purpose of fulfilling the order in the context of animal genetic analyses.
- 7.2. By placing an order, the customer automatically grants Apigenix the right to use the data to answer scientific questions.
- 7.3. With the analysis order by the customer, the latter assures Apigenix that the express consent of the persons represented by the customer to the data processing has been obtained. In all other respects, Apigenix's privacy policy is applicable to www.apigenix.com.

8. Liability

- 8.1. Apigenix and the Customer provide their services solely in their own name, for their own account, under their own responsibility and at their own risk. Insofar



as Apigenix is liable, Apigenix is only liable in the event of unlawful intent or gross negligence. In particular, any further liability of Apigenix – to the extent permitted by law – is excluded (in particular liability for (i) indirect, indirect and consequential damages as well as (ii) damages arising from late performance of services).

9. Severability clause

- 9.1. Should a provision of these T&Cs be or become invalid in whole or in part for any reason, the validity of the remaining T&Cs shall not be affected.

10. Applicable law and jurisdiction

- 10.1. Swiss law shall apply exclusively to these GTC and the contractual relationships established on the basis of them, to the exclusion of conflict of laws. The exclusive place of jurisdiction for all disputes between the parties is the respective location of the Apigenix Association, with which an analysis contract exists.

Apigenix, März 2025