

U.S. DAIRY TEST REQUEST FORM

EFFECTIVE AUGUST 16, 2010

CUSTOMER INFORMATION

Company Name	Date
Contact Person	Mailing Address
Office Phone	City, State, ZIP
Cell Phone	Notes
Fax	
E-mail	

CUSTOMER AUTHORIZATION

PLEASE SIGN BELOW TO CONFIRM YOUR ACCEPTANCE OF THE ATTACHED TERMS AND CONDITIONS.	
Owner of Test Results	
Signature	Name/Company

BILLING INFORMATION*

TOTAL AMOUNT DUE (FROM PAGE 2 OF FORM) <i>Payable to Pfizer Animal Genetics</i>	TOTAL # OF ANIMALS TO BE TESTED:
INDICATE PAYMENT METHOD <input type="checkbox"/> Bill my credit card. <input type="checkbox"/> I have enclosed a check.	
Name on Card	
Billing Address <input type="checkbox"/> Check if same as above	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover
	Expiration Date (XX/XXXX) /
	CVV2 <small>(Last 3 digits of number printed on the back of the card)</small>
Card Number	
Signature	

OFFICE USE ONLY
JOB #
CUSTOMER #
LAB #
DATE RECEIVED
DATE IN LAB
CHECK #
AMOUNT \$
NOTES

* Net 30 credit terms are applied once \$1,000 is spent on genomic testing with Pfizer Animal Genetics.

PLEASE NOTE: IN ADDITION TO THE RESULTS YOU WILL RECEIVE FROM PFIZER ANIMAL GENETICS, ALL TEST RESULTS WILL BE POSTED ON THE ANIMAL IMPROVEMENT PROGRAM LABORATORY'S (AIPL'S) WEBSITE, [HTTP://WWW.AIPL.ARSUSDA.GOV](http://www.aipl.arsusda.gov).

GENOMIC TESTS

A complete trait listing for each offering may be found at www.pfizeranimalgenetics.com.

PFIZER ANIMAL GENETICS PRICING GUIDE EFFECTIVE AUGUST 16, 2010

DAIRY OFFERINGS AVAILABLE	Customer Level	Price per Animal Tested (USD)	# of Animals	Total Price (price/animal tested x # of animals)
CLARIFIDE™ for Holstein Genomic Predicted Transmitting Abilities (GPTAs) that utilize a panel of 3,000 markers for 40 production, health and type traits and composite indexes. AIPL authentication of available parentage is included.	Standard	\$45		
	Leader's Edge	\$40		
CLARIFIDE for Jersey GPTAs that utilize a panel of 3,000 markers for 34 production, health and type traits and composite indexes. AIPL authentication of available parentage is included.	Standard	\$45		
	Leader's Edge	\$40		
CLARIFIDE for Brown Swiss GPTAs that utilize a panel of 3,000 markers for 35 production, health and type traits and composite indexes. AIPL authentication of available parentage is included.	Standard	\$45		
	Leader's Edge	\$40		
Red Carrier Test	Standard	\$25		
	Leader's Edge	\$25		

U.S. DAIRY SAMPLE INFORMATION FORM



333 Portage Road
 Kalamazoo, MI 49007-4931
 Phone: 877-233-3362
 Fax: 269-833-4711
 www.pfizeranimalgenetics.com

Company Name	Contact Name	USDA Premise ID (optional)
Date	Total Samples Enclosed	

For all samples submitted to Pfizer Animal Genetics, please provide a unique animal identification number (i.e., registration number, RFID), barcode from the sample collector, and breed. For registered animals the registration number and name are required if submitting to a breed association. Valid types of official identification include:

- **Registration number:** The number assigned to an animal when registered with its respective breed organization.
- **USDA Animal Identification Number (AIN):** The AIN is an official numbering system defined by the Code of Federal Regulations. AINs begin with “840” (the country code for the U.S.A.) and contain 15 digits. Distribution of AINs is available for several different devices, including visual and RFID ear tags.
- **Calfhood Vaccination number:** The calfhood vaccination tag is an orange metal tag with nine alpha-numeric characters. The nine characters consist of a two-number state code followed by three letters beginning with “V”, “T” or “S” followed by four numbers.

Check the desired testing for each animal. For large orders, this information may be completed electronically using our “Electronic Sample Information Form” on the Testing and Results page on www.pfizeranimalgenetics.com.

	AT LEAST ONE FORM OF ANIMAL ID MUST BE PROVIDED				REQUIRED INFORMATION				INFORMATION FOR ENHANCED PREDICTIONS*			TEST REQUESTED				
	On-farm ID (Herd Management #)	Official ID (Registration #, USDA AIN, Calf Hood Vaccination #)	Official ID Type				Sample Collector Barcode	Sex	Breed (HO, JE, BS)	Birth Date (yyyy/mm/dd) or Birth Year	Sire Registration Number	Sire Name (optional)	Dam Registration # or USDA AIN	CLARIFIDE™ - HO	CLARIFIDE - JE	CLARIFIDE - BS
Reg. #			USDA AIN	Vacc. #	Other											
Ex.	1234	840003272306	✓			9000123456	F	HO	2007/12/01	HOUSA0000122358313		1538211	✓			
1							F									
2							F									
3							F									
4							F									
5							F									
6							F									
7							F									
8							F									
9							F									
10							F									

*To maximize the reliabilities of the GPTAs that will be generated, please provide available sire and dam information.

TERMS AND CONDITIONS

UPDATED AUGUST 16, 2010



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Fax: 269-833-4711
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I. LIMITATION OF WARRANTIES AND DAMAGES AND INDEMNIFICATION BY THE CONTRACTOR.

The parties specifically understand and agree that the analysis of the DNA in the Samples may not always result in accurate results. Many factors outside the control of Pfizer Animal Genetics, a business unit of Pfizer Animal Health, its Sales Agents or the Contractor affect the analysis, including factors such as accuracy and integrity of the Contractor's information systems, accuracy and completeness of collection of Samples from the animal, and the integrity of Samples during collection, shipment and storage.

Hence, **there is risk involved in the rendering of the Services** and the parties agree that the following, which is a material part of this Agreement and the prices set forth in the Fee Schedule, shall govern:

- (a) **Limitation of Warranties.** Other than as expressly set forth in this Agreement, Pfizer Animal Genetics and its Sales Agents have not made any and hereby exclude all warranties, representations, terms, conditions or undertakings, whether express or implied, written or oral, statutory or otherwise, including any implied warranty of merchantability or of fitness for a particular purpose or intended use in respect of the Services.
- (b) **Limitation on Damages.** The Contractor's damages and remedies for any claim against Pfizer Animal Genetics or its Sales Agents arising out of the provision of Services, howsoever arising, (including arising under theories of breach of warranty express or implied, breach of contract, negligence, tort, strict liability, products liability, design defect, failure to warn, redhibition or statute) shall be limited, at Pfizer Animal Genetics' option, to:
 - (i) *the resupply of the Services claimed to be defective; or*
 - (ii) *the repayment of the fees paid by the Contractor for the performance of the Services proven to be defective.*
- (c) **Sampling Procedures.** Deviation from or failure to follow the collection procedures provided by Pfizer Animal Genetics may lead to error in analysis. Pfizer Animal Genetics shall not be responsible for or liable in any manner for any analytical error resulting from noncompliance with the Sample collection procedures.
- (d) **Adequacy of Sample.** Pfizer Animal Genetics may require submission of a further DNA Sample or Samples from the same test subject without charge, before proceeding with any DNA analysis specified in the Order.
- (e) **Sample Failures.** Pfizer Animal Genetics shall have the right in its sole discretion to determine and judge whether a given Sample is adequate to perform the testing and supply results or services specified in the Order. Pfizer Animal Genetics may require submission of a further DNA Sample or Samples from the same test subject without charge, before proceeding with any DNA analysis specified in the Order.
- (f) **Sample Failures.** Samples may appear normal but are still unable to yield results. In this event, Pfizer Animal Genetics will request a replacement Sample at no additional charge. Pfizer Animal Genetics will not provide refunds for failed Samples.
- (g) For commercial, non-registered females, where discrepancies are found to exist between customer submitted and genomically derived parentage, Pfizer will report GPTAs based on genomic parentage, together with the genomic parentage results.

For registered females, where discrepancies are found to exist between customer submitted and genomically derived parentage, Pfizer will notify the customer of these discrepancies prior to finalizing the CLARIFIDE report. Customers are encouraged to resolve parentage discrepancies to minimize delays in reported CLARIFIDE GPTAs.

2. ARCHIVING, OWNERSHIP AND USE OF SAMPLES

- (a) Pfizer Animal Genetics may, at its discretion, store Samples submitted to Pfizer Animal Genetics. At any time during this period, the Contractor may arrange for the Samples to be collected from Pfizer Animal Genetics at the Contractor's expense, with a minimum of thirty (30) days notice.
- (b) The Contractor agrees that Pfizer Animal Genetics has the right to use the Samples and data relating to them for the purposes of calculating group, breed and any other rankings and related analysis for comparative or contextual purposes to be used in reporting and analysis, for comparative and validation studies and for quality control in the commercialization of products or services. Pfizer Animal Genetics will own all data compilations and analysis, trade secrets or other Intellectual Property without compensation to the Contractor. Pfizer Animal Genetics will make all reasonable efforts to avoid knowingly compromising the ability of the samples to be used for future commercial testing, at the Contractor's discretion.
- (c) Per testing agreements between Pfizer Animal Genetics and the Animal Improvement Program Laboratory (AIPL), results of CLARIFIDE tests will be published online on the AIPL website, <http://www.aipl.arsusda.gov>.
- (d) During any period in which the Contractor owns the Samples and data, all genetic information created or discovered by Pfizer Animal Genetics and specifically relating to a single animal or single Contractor will be kept strictly confidential unless otherwise agreed to, in writing, by both parties.

3. PAYMENTS; FEES FOR LATE PAYMENTS

- (a) **Method of Payment.** Payment shall be by check or credit card.
- (b) **Late Payments.** Payments are due promptly upon receipt of invoice. Payments will be considered late if Pfizer Animal Genetics does not receive payment within thirty (30) days of invoice date. The Contractor shall reimburse Pfizer Animal Genetics for all costs of collection, including attorney's fees and court costs. Pfizer Animal Genetics may hold all Samples and Services until the Contractor has paid all outstanding amounts in full.

4. AUTHORITY AND COMPLIANCE

The Contractor hereby represents and warrants that the Contractor has the full right, power, and authority to enter into and perform its obligations under this Agreement. Both Contractor and Pfizer Animal Genetics will perform all of their obligations under this Agreement in accordance with all applicable governmental laws, rules, and regulations.

5. COMPLETE AGREEMENT – MODIFICATIONS

This Agreement is the sole and complete agreement between Pfizer Animal Genetics, its Sales Agent and the Contractor regarding the Services, and supersedes all prior discussions, agreements or understandings. The terms of this Agreement may be modified only in a writing signed by both parties.