

# ANGUS CATTLE TESTING SUBMISSION AND ORDER FORM

QUESTIONS? CALL US AT 1-800-311-8808 ♦ FAX 530-297-3020



## SUBMITTER INFORMATION

RANCH NAME _____		ASSOCIATION NUMBER (IF APPLICABLE) _____	
ADDRESS _____	CITY _____	STATE _____	ZIP CODE _____
PRIMARY CONTACT _____	PHONE _____		
E-MAIL _____	FAX _____		
PERFERRED METHOD FOR RECEIVING RESULTS (PLEASE CHECK ONE):	<input type="checkbox"/> E-MAIL	<input type="checkbox"/> FAX	<input type="checkbox"/> U.S. MAIL

## TESTING COST AND PAYMENT

**INSTRUCTIONS:** USING THE PRICING CHART ON THE BACK OF THIS FORM, CALCULATE THE TESTING COST FOR ALL ANIMALS SUBMITTED. ONCE YOU HAVE DETERMINED YOUR TOTAL TESTING COST, PLEASE WRITE THE AMOUNT IN THE SPACE PROVIDED BELOW.

TOTAL COST OF TESTING \_\_\_\_\_  
(CALCULATE TOTAL USING THE PRICING CHART ON THE BACK OF THIS FORM)

PAYMENT METHOD:  VISA  MASTERCARD  CHECK

## CREDIT CARD INFORMATION

CREDIT CARD NUMBER _____	EXPIRATION DATE _____
SIGNATURE _____	NAME ON CARD _____

## AMERICAN ANGUS ASSOCIATION RESULTS RELEASE AUTHORIZATION

I hereby request and authorize the release of All Test Results for the samples listed on this Submission and Order Form to the American Angus Association. The Owner understands and consents to the Test Results being provided to the American Angus Association. Owner agrees that the American Angus Association has no liability or responsibility with respect to the matters covered by this Submission and Order Form, including, without limitation, the American Angus Association shall have no liability or responsibility for the reliability or accuracy of the Test or the Test Results or the performance of the Test by MMI Genomics. I hereby indemnify and agree to hold MMI Genomics harmless for any claims or damages resulting from such release.

SIGNATURE \_\_\_\_\_

AAA MEMBERSHIP NUMBER \_\_\_\_\_

## ACKNOWLEDGMENT

I certify that the information provided on this form is accurate, and I agree to the Terms and Conditions set forth on the back side of this form.

OWNER (OR AUTHORIZED REPRESENTATIVE) SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



# PRICING CHART

QUESTIONS? CALL US AT 1-800-311-8808 ♦ FAX 530-297-3020

**1. CHOOSE YOUR TESTING SERVICE**

	PRICE PER SAMPLE	X	NUMBER OF SAMPLES	=	TOTAL COST PER TEST
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**ARTHROGRYPOSIS MULTIPLEX (AM)**

1-19 SAMPLES SUBMITTED	\$25.00	X		=	
20 -100 SAMPLES SUBMITTED	\$23.00	X		=	
MORE THAN 100 SAMPLES SUBMITTED	\$20.00	X		=	

**NEUROPATHIC HYDROCEPHALUS (NH)**

1-19 SAMPLES SUBMITTED	\$25.00	X		=	
20 -100 SAMPLES SUBMITTED	\$23.00	X		=	
MORE THAN 100 SAMPLES SUBMITTED	\$20.00	X		=	

**ARTHROGRYPOSIS MULTIPLEX (AM) & NEUROPATHIC HYDROCEPHALUS (NH) (Same Sample)**

1-19 SAMPLES SUBMITTED	\$40.00	X		=	
20 -100 SAMPLES SUBMITTED	\$35.00	X		=	
MORE THAN 100 SAMPLES SUBMITTED	\$32.00	X		=	

**ADDITIONAL TESTING OPTIONS**

PARENTAGE TESTING	\$18.00	X		=	
DWARFISM & PARENTAGE TESTING*	\$75.00	X		=	

\*AAA CURRENTLY REQUIRES THAT ALL SAMPLES BEING TESTED FOR DWARFISM MUST ALSO BE TESTED FOR PARENTAGE

## 2. ADD ADDITIONAL FEES

INCLUDE ANY ADDITIONAL FEES THAT MAY APPLY TO EACH SAMPLES YOU ARE SUBMITTING

(+) SAMPLE RETRIEVAL FEE	→	<b>ADD</b>	\$2.00	X		=
IF SAMPLE IS ALREADY STORED AT MMIG or AAA AN ADDITIONAL FEE IS REQUIRED TO RETRIEVE THE SAMPLE						
(+) NON-FTA SAMPLE FEE (HAIR, SEMEN)	→	<b>ADD</b>	\$7.00	X		=
♦ NEED TO SUBMIT A TISSUE SAMPLE? CALL MMIG FOR COLLECTION PROCEDURES AND PRICING						

## 3. TOTAL COST



## **MMI GENOMICS, INC DNA TESTING SERVICES TERMS AND CONDITIONS**

These DNA Testing Services are supplied by the MMI Genomics, Inc subsidiary of MetaMorphix, Inc. ("MMIG") and the Terms and Conditions set out below ("Terms") apply to the Sample Submission and DNA Order Form ("Order") attached hereto and are binding upon you and MMIG. By submitting the Order with your signature, you and MMIG agree to these Terms in full. The Order shall be a part of these Terms.

**SAMPLING PROCEDURES.** You agree to follow any and all procedures for sample collection, shipping, or any other procedure associated with forwarding the DNA sample to MMIG, as set forth in the "Instructions for Sample Collection and Shipment" accompanying the Order. Deviation from or failure to follow the procedures may lead to error in analysis and you agree that MMIG shall not be responsible or liable in any manner for any analytical error resulting from non-compliance with the Order procedures.

**PAYMENT.** You agree to remit payment to MMIG as specified in the Order.

**CONFIDENTIALITY.** MMIG will exercise due care to keep the results of any testing confidential, unless otherwise specified on the Order. MMIG shall maintain the confidentiality of such information and material for a period of three years from the date of its receipt, but shall have no responsibility to do so to the extent that such information or material is (a) already known to MMIG or was publicly known at the time of submission; (b) becomes publicly available in the absence of a violation of these Terms; (c) is disclosed to MMIG by a third party with a legal right so to do; (d) is developed by MMIG independent of and without reference to the information or material; or (e) must be disclosed under operation of law and without further protection as to confidentiality.

**ADEQUACY OF SAMPLE.** You agree that MMIG shall have the right in its sole discretion to determine and judge whether a given sample is adequate to perform the testing and supply the results specified in the Order. MMIG may, in its sole discretion, require you to submit a further DNA sample or samples from the same test subject, without charge to you unless otherwise specified on the Order, before proceeding with any DNA analysis specified in the Order.

**LIMITED WARRANTY AND INTELLECTUAL PROPERTY INDEMNIFICATION.** MMIG warrants that it has the right to perform the services specified in the Order and will defend, indemnify, and hold you harmless from and against all actions, proceedings, claims, demands, damages and losses arising or resulting from the services rendered or products supplied to you by MMIG hereunder, to the extent they arise from any actual or alleged infringement of any United States patent or copyright. You understand and agree that MMIG makes no warranty as to the test results under the Order, notwithstanding any statement, whether written or verbal, made by or on behalf of MMIG as to the accuracy of the test results. **MMIG DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER POTENTIALLY APPLICABLE WARRANTY. MMIG DOES NOT WARRANT THAT THE DNA TESTING PERFORMED HEREUNDER IS WITHOUT DEFECT OR ERROR OR THAT THE OPERATION OF THE DNA TESTING SERVICES WILL BE WITHOUT ERROR.**

**DISCLAIMER AND LIMITATION OF REMEDIES.** You understand and agree that no analytical test is 100% accurate. You further agree that final results of analysis under these Terms shall be submitted to you in writing, unless otherwise specified on the Order. Any and all results provided in a form other than that specified on the Order shall be deemed preliminary and non-binding. **IN NO EVENT SHALL MMIG AND/OR ITS SUBSIDIARIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST DATA, INTERRUPTION OF BUSINESS), OR PUNITIVE DAMAGES, EVEN IF MMIG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.** MMIG'S entire liability to you and your sole and exclusive remedy under these Terms and under any circumstance shall be the refund of your payment hereunder.

**THIRD PARTIES.** MMIG makes no warranties to third parties hereunder and no third party shall have any rights under this Agreement as a third party beneficiary or otherwise.

**GENERAL.** These terms shall be binding upon and inure to the benefit of the parties and their successors, assigns, beneficiaries. The parties are independent contractors and not partners, agents of one another, or joint venturers. These Terms are the entire agreement as between the parties with respect to the DNA testing services set forth on the Order. In the event of a dispute over these Terms and/or the DNA testing services set forth on the Order, the prevailing party in any such dispute shall be entitled to collect, in addition to any award, all reasonable costs and attorney fees incurred through such dispute.

**FOR MORE INFORMATION OR QUESTIONS ABOUT  
AM TESTING OR OUR OTHER TESTING SERVICES,  
PLEASE VISIT OUR WEBSITE OR CALL**

**[WWW.BREEDTRU.COM](http://WWW.BREEDTRU.COM)  
800-311-8808**