



Sheep Ireland Genomic Services – An integrated Genomic testing and reporting service

*Application for Genomic Services (the “Services”)
Sheep Database CLG trading as Sheep Ireland (“Sheep Ireland”)*

1. Nature of the Services

- 1.1. Genomic ordering screens are available to flocks with a Sheep Ireland account. This allows customers to select the specific animals they wish to genomically test and pay for the service via an online payment option. Sheep that do not already have a DNA sample available for testing will be sent a DNA sampling kit (Tissue Tag) with a number corresponding to the official animal ID printed on it. Once the customer collects the samples, they should be returned to the laboratory as soon as possible using the pre-addressed envelope included with the DNA Sampling kit. The results will typically be reported back to the Customer in less than 28 days.
- 1.2. A Genomics Report page is available for flocks that have genotyped animals in their flock. This report provides data on parentage verification, parentage predictions, Scrapie Status and the Genomic inbreeding co-efficient. All of this data will help the Customer to make more informed breeding decisions.
- 1.3. Genomically tested animals receive a genomic evaluation (Providing they pass other LambPlus Criteria), resulting in more accurate EuroStar evaluations
- 1.4. Animals that have been parentage verified are reported on sales catalogues, ramsearch.ie and the online flockbook for that animal, if its flockbook is hosted on the Sheep Ireland database. This gives potential customers more confidence in what they are purchasing.

2. Term/duration of Services

The Services are available to all customers who have an account on the Sheep Ireland database. The animal must be present and have an NSIS (Official DAFM ID) recorded on the database before ordering a genomic test. The availability and terms and conditions of the Services shall be reviewed by Sheep Ireland annually.

3. Fees

- 3.1. The current fee (Including VAT at 13.5%) for the Sheep Ireland Genomic Service is €24.60. However, subsidies are sometimes applied to this for LambPlus flocks (Supplied by LambPlus) and specific flockbook animals (From that flockbook). See the Sheep Ireland website for more details on these subsidies.
- 3.2. Currently, only animals in flocks (pedigree or commercial) with a DQI of 40% or above will be eligible for the LambPlus Genomic subsidy OR any Hill animal

(Blackface or Cheviot) that is in a flock that is a part of a recognised breeding group for that breed. Sheep Ireland reserves the right to adjust the Sheep Ireland genomic subsidy at any point in time.

- 3.3. The tissue tag applicator is an additional €21 for flocks that do not possess the Caisley Tag applicator.
- 3.4. Postage costs of €6.25 are applied to each order
- 3.5. No payment shall be deemed to have been received until Sheep Ireland has received cleared funds.

4. Conditions of Service

- 4.1. Sheep Ireland agrees to supply, and the Customer agrees to purchase the services for the price subject to these conditions.
- 4.2. All examples, illustrations, descriptive matter or advertising issued by Sheep Ireland or contained in Sheep Irelands catalogues or brochures or website are issued or published for the sole purpose of giving an approximate idea of the Services. They will not form part of the Contract.
- 4.3. Upon receipt of the Price, Sheep Ireland shall issue the Customer with a DNA sampling kit within five workin days. The Customer's responsibility shall be to return the DNA samples to the address included in the DNA sampling kit within six months of the date ordered. If the Customer fails to return the sampling kit within the six month period, Sheep Ireland shall have no further obligation to the Customer, and for the avoidance of doubt, no refund of the Price paid shall be given. However, if the Customer pays the relevant Price again, Sheep Ireland may proceed with the Services.
- 4.4. Sheep Ireland may terminate the Contract at any time (without liability to the Customer) by notice to the Customer:
 - 4.4.1. if the Customer breaches these Conditions or uses the Services in an inappropriate manner, in which circumstances the Customer shall not be entitled to any refund;
 - 4.4.2. without reason, in which case the Price paid by the Customer shall be refundable.
 - 4.4.3. Sheep Ireland will not be liable, for any direct, indirect or consequential loss (all three of which terms include without limitation pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), costs, damages, charges or expenses caused directly or indirectly by any failure on the part of the Customer to comply with its obligations under these Conditions nor any delay in the delivery of the Services (even if caused by Sheep Irelands negligence) nor will any delay entitle the Customer to terminate or rescind the Contract.

5. Limitation of Liability

- 5.1. The following provisions set out the entire financial liability of SHEEP IRELAND (including any liability for the acts or omissions of its employees, agents, and sub-contractors) to the Customer in respect of:
 - 5.1.1. any breach of these Conditions;
 - 5.1.2. any use made by the Customer of any of the Services; and

- 5.1.3. any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 5.2. All warranties conditions and other terms implied by statute or common law are to the fullest extent permitted by law excluded from the Contract.
- 5.3. Nothing in these Conditions excludes or limits the liability of SHEEP IRELAND:
 - 5.3.1. for any matter which would be illegal for SHEEP IRELAND to exclude or attempt to exclude as a liability; or
 - 5.3.2. for fraud or fraudulent misrepresentation.
- 5.4. Subject to conditions 5.2 and 5.3:
 - 5.4.1. SHEEP IRELAND's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the Price paid by the Customer; and
 - 5.4.2. SHEEP IRELAND shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of good will or otherwise, in each case whether direct, indirect or consequential or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 5.5. Without prejudice to conditions 5.4.1 and 5.4.2, the Customer acknowledges and agrees that, given the nature of the Services, a result may not be produced and/or the result produced may not be accurate and therefore no warranty whatsoever is given in this regard.
- 5.6. The customer acknowledges that Sheep Ireland may run a DNA parentage check on the animal, and if the parentage is found to be incorrect, the parent will be removed immediately. If the correct parent can be identified via Sheep Ireland DNA parentage prediction algorithms, this will also be automatically assigned. Any fallout as a result of these parentage changes will not rest with Sheep Ireland.
- 5.7. The customer acknowledges that Sheep Ireland can publically publish and share any data that is gained from the genomic analysis that it sees fit, including but not limited to Scrapie, parentage verification, breed predictions and genomic inbreeding coefficients. The genomic results may also be made available to the applicable breed society, including the predicted breed purity of the tested animal.

The Services will be provided in accordance with Sheep Ireland's standard terms and conditions, a copy of which can be found at the following link (https://www.sheep.ie/?page_id=45) or on the Sheep Ireland website. In the event of inconsistency between the standard terms and the above conditions, the above conditions will prevail.

I/We, _____ of _____ apply to participate in the LambPlus Services and confirm that I/We agree to comply with and to be bound by the terms and conditions as set out above and also Sheep Ireland's standard terms and conditions (which is can be found at the following link (https://www.sheep.ie/?page_id=45)).

6. Sheep Ireland Genomic Services Contact details

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