# Equine Animal Submission Form Phone: 0800 838 522



Practice Information		Pati	ient Inforn	nation						Form	ו ID			
			Previous Case/Lab No.								Office Lies Only			
			Microchip No. Owner Surname								Office Use Only Version 2 - Feb 2025			
			Submitter Reference								Requisition Information			
			Patient Name								Collection Date			
			Species								Collection Time am pm			
Clinic			Breed							Laboratory Service Agreement Number:				
Doctor			Sex     F     F(S)     M     M(N)									, como , g. como , c		
Extra Copy to			DOB											
Extra Email			Age: Yrs Mths											
No. at risk No. affecte											History code			
Animal use: Racing Sport			Wild (non native) Captive Facility (r											
Clinical History & Observation (incl	uding descriptio	n of	any gross	skin o	r mas	s lesi	ons ar	nd any	recent	therapy	<i>'</i> ):			
												Staff		
Other Tests Requested														
IDEXX Code Test Name / Descri	<b>ption</b> (Refer to D	lirect	tory of Pro	ducts	& Ser	vices	)							
Frequently Requested Profiles		IDE	VV Evoluci		oto					Haar	natol	ogy Toete		
	ra al	IDEXX Exclusive Tests								Haematology Tests				
INFP   Equine Inflammatory Panel     DFP   Equine Racing Profile (inc. CBC)     SPE   Equine Sick Animal Panel     SPEF   Equine Off-Colour Profile (inc. CBC)     LP   Equine Liver Panel			□ NZERP Equine Respiratory Panel □ NZEDPC Equine Diarrhoea Panel								CBCFE Comprehensive CBC + FIB			
			Serology Tests								(includes interpretation)			
			LEPTO Leptospira Panel											
Urine Tests			Endocrinology								hemis	stry Tests		
HUA Full Urinalysis (Dipstick, S	codimont + SC	ET4 Total T4 (Thyroxine)										СК		
AERS Urine Culture + Sensitivi				isulin	+ ( 1 1 1 y	TUXIT	e)			AST AST				
Faecal Tests     HFEC   Faecal egg count     CAMP   Campylobacter Culture     CRYPT   Cryptosporidium Culture     RH   Rhodococcus Culture     ROTA   Rotavirus     SALM   Salmonella Culture     CYATH   Cyathostome Larvae Exam			PROG Progesterone EACTH Endogenous ACTH (Call Lab) MIP MIP (PMSG) (40 - 100 days preg.)							SCU Copper BSE Blood Selenium SFE Iron				
														□ OSFEM Oestrone Sulphate (>100 days preg.)
			Microbiology Tests											
			STREQ Streptococcus equi ss. equi								ΡE	Electrophoresis		
			STEQS Streptococcus equi ss. equi + Sens.									Vitamin E Troponin I		
			LC Larval Culture	RHD   Rhodococcus     AERHU   Equine Uterine Swab     (Aerobic Culture & Smear)										
	IDEXX Advantage													
	AERSHU Equine Uterine Swab (Aerobic Culture, Sens. & Smear)										Blood Film Interpretation of In House Diagnostics			
Histopathology / Cytology / Microb	Sent								Rc'd		ples Submitted (Required Information)			
Lesion Size x x mm			Histology	Cyto	Ιοαν	м	icrobiol	oav	Gent	-ne u		rin (Green Top)		
Mobile/Fixed			i iistoiogy	- Cyto				~91				(Grey Top)		
New/Recurrence	Please indicate		logy	Cytology Slide Analysis	Fluid Analysis Cytology	Aerobic Culture & Sensitivities		ture				n (Red Top)		
	collection site and tick tests required						Anaerobic Culture	Fungal Culture			EDTA Slide(	(Purple Top)		
	tion tests required		Histology					Bun <sup>-</sup>				e (Blue Top)		
	Site #1											/ Pottle (Red Top)		
MAN KAN	Site #1										Fluid Swab	(Purple Top)		
	Site #2											- Collection Method:		
	Site #3										Faece			
L R	Site #4											Tissue		
											Hair			
1	Site #5										Other			

## **IDEXX Reference Laboratories** Standard Terms – New Zealand

#### Effective as January 1, 202

Welcome to IDEXX Reference Laboratories! Please know that we are committed to serving you and your patients, and that by using IDEXX Reference Laboratories you are joining veterinarians worldwide who choose to use the world's most complete and advanced menu of companion animal diagnostics to help keep pets safe and healthy.

One of our guiding principles is to exceed the expectations of our customers, and transparency about the terms upon which we provide our services is a critical part of our trusted relationship with you. We ask that you carefully read the following

#### 1. Introduction.

. Unless otherwise agreed in an agreement ("Specific Agreement") signed by IDEXX Laboratories II (NZ) ULC, or one of its affiliates ("IDEXX"), all services that we provide to you, including laboratory testing services, consulting services, data collection, analysis and interpretation, and other reference laboratory-related services, are governed only by these standard terms ("Standard Terms"). In these Standard Terms, "IDEXX," "we," "us," and "our" refer to IDEXX. "Customer" or "you" refer to you as an IDEXX customer.

1.2. These Standard Terms are a binding contract between you and us. If there is a conflict between a Specific Agreement and these Standard Terms, the Standard Terms control unless the Specific Agreement explicitly states otherwise. Your purchase or use of our services indicates your acceptance of these Standard Terms. We do not accept any purchase order or similar document that includes any terms different from or in addition to these Standard Terms, and we reject any conflicting terms contained in any acceptance, order, or similar document you send to us.

#### 2. Changes to Standard Terms.

2.1 We may change these Standard Terms at any time, at our sole discretion. The version of the Standard Terms effective when you use our services shall apply to such services.

#### 3. Confidentiality.

3.1 You agree that you will only provide us your proprietary and nonpublic materials ("Confidential Information," including data, reports, plans, records, technical and other information) that is necessary for us to provide you our services. We agree to keep confidential your "Confidential Information" and to use it only to provide services to you or as otherwise stated in these Standard Terms. Similarly, you may receive information from us that is Confidential Information of IDEXX, and you agree to keep it confidential and use it only to receive and make use of our services.

3.2 You and we each shall protect each other's Confidential Information using the same degree of care (but not less than a reasonable degree of care) as we each use to protect our own confidential information of a similar nature. If you or we are required by law, or by order or request of a court or administrative body, to disclose any of each other's Confidential Information, we and you will make commercially reasonable efforts, as permitted by law, to give the other party prompt written notice of such event before disclosing such Confidential Information

### 4. IDEXX marks.

4.1 You agree not to use the IDEXX name or IDEXX trademarks in any way that might cause harm to our reputation or business. You may not use IDEXX's name or trademarks in any advertising, marketing, or academic or other publications, without first receiving our written approval.

#### 5. Payment terms

5.1 All our fees are billed directly to you. Payments in advance is required for all Customers except those whose credit has been established with IDEXX. For Customers with IDEXX approved credit, our standard payment terms are net the 21st day of the month following the date of invoice. Overdue payments are subject to finance charges of the lower of 1.5% per month or the maximum interest rate allowed by law. We may change your payment terms or revoke any credit previously extended to you at any time. Any extension of payment terms beyond these standard terms requires our prior written consent.

5.2 If at any time you have not paid all amounts due, other than amounts disputed in good faith, then without prejudice to any other rights we may have, we may suspend any or all of the services we provide to you. You agree that if you do not pay invoices as required you are responsible for our reasonable collection and/or legal fees and costs

#### 6. Specimens.

#### 6.1 Sending and receiving specimens.

(a) You represent and warrant that all animal-related specimens and clinical information that you provide to us are obtained and sent to us with the informed consent of the animal owner. You also represent and warrant that any specimen that you send to us containing any hazardous substance will be packaged, labelled, transported and delivered (if you are using delivery methods other than IDEXX's standard delivery methods) in accordance with applicable laws, government protocols, and IDEXX's special requirements as the case may be (including without limitation, clearly notifying IDEXX of any hazardous substance that IDEXX may be required to disclose to regulatory authorities, IDEXX employees or others).

(b) We will make commercially reasonable efforts to inform you if we receive specimens in damaged contaminated or improperly preserved condition, or specimens that do not meet specimen volume require

(c) We may provide access to courier services on request. The standard courier costs are included in our test fee, unless otherwise agreed or stated at the time of order. We assume the risk of loss or damage to a specimen only when we receive it.

(d) We reserve the right to refuse to accept or to rescind acceptance of any specimen, including those that in our judgment are likely to pose a risk to our personnel or property.

#### 6.2 Acting on specimens.

(a) We will use commercially reasonable efforts to meet our standard turnaround times specified in our Directory of Products and Services (as in effect from time to time) following receipt of specimens at our facility. All specimens become our property when we receive them. You agree that we may use information relating to such specimens, including clinical information, diagnostic results, and any other data included in our analyses, reports or other services, for our business purposes, including internal research and development purposes and disclosure in public studies. You represent and warrant that you have provided all required notifications, and obtained all necessary authorisations and consents, for us to process the information for these purposes.

(b) After we report analytical results to you, we may retain or destroy specimens at our discretion.

Our current general practice is to retain:

(i) blood specimens for 7 days;

(ii) histopathology blocks for 3 years; and

(iii) histopathology slides for 12 months.

These periods may vary depending on operational needs, and we may change these practices at our discretion. 6.3 Human specimens

(a) We do not accept or analyse human specimens.

#### 6.4 Specimen containers.

(a) Specimen packaging is your responsibility and you must ensure such packaging conforms to IATA regulations Section 650, or other applicable laws and regulations (as may be amended from time to time) (b) At your request we may provide specimen containers and packaging materials to you, and may charge a fee to do so

7. Services descriptions and quality assurance. 7.1 We will perform services consistent with our services descriptions and our quality assurance standard operating procedures, as set out in our Directory of Products and Services (as in effect from time to time), IDEXX Vet Connect Plus (as applicable), or such other documentation as we may provide to you; in each case as may be modified from time-to-time. You are solely responsible for confirming, before placing your order, that our services and standard operating procedures will meet your needs for the purposes for which you use our services.

#### 8. Retention of reports.

8.1 We typically retain copies of laboratory diagnostics reports provided to you for a period of one (1) year, after which we may destroy the report

8.2 We store all analytical reports in electronic format. A hard copy is available upon request

8.3 We reserves the right to charge for additional copies of reports once the original report has been submitted.

#### 9. Limited warranty and limits of liability. 9.1 Our limited warranty

We warrant that:

(a) we will provide our services in a professional manner using qualified personnel; and

(b) our test results will be accurate given the nature of the specimen as submitted to us. Accuracy is dependent on the quality of the specimen that we receive. If we receive a damaged or deteriorated speciman (whether such damage or deterioration is due to shipping, storage, sampling error or otherwise), so long as our test results accurately reflect the contents of the damaged or deteriorated speciman that we receive, this will not constitute a breach of our warranty.

EXCEPT AS STATED IN THE LIMITED WARRANTY IMMEDIATELY ABOVE, WE MAKE NO OTHER WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, WRITTEN OR ORAL, REGARDING OUR SERVICES WE SPECIFICALLY DISCLAIM THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT WITH RESPECT TO OUR SERVICES

The services supplied by us and acquired by you pursuant to these Standard Terms are supplied and acquired in trade for the purposes of the Fair Trading Act 1986 ("FTA") and Consumer Guarantees Act 1993 ("CGA"). and:

(a) you will not assert or attempt to assert any rights or claims against us under the provisions of the CGA;

(b) you agree that sections 9, 12A, and 13 of the FTA will not apply.

Please note if you are not in trade, notwithstanding the above limited warranty and limitations of liability, you may be entitled to certain implied warranties or conditions mandated or allowed by law (including under the CGA and FTA).

#### 9.2 Limit of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON (INCLUDING WITHOUT LIMITATION YOUR CUSTOMERS) FOR ANY LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF DATA OR EQUIPMENT, OR BUSINESS INTERRUPTION, ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT LOSSES, OR ANY EXEMPLARY OR PUNITIVE LOSSE ARISING OUT OF OR RELATED TO YOUR USE OF OR OUR PROVISION OF OUR SERVICES OR FAILURE OR DELAY IN DELIVERING SUCH SERVICES, OR ARISING OUT OF OR RELATED TO THESE STANDARD TERMS, WHETHER BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES.

OUR ENTIRE LIABILITY TO YOU OR ANY OTHER PERSON (INCLUDING WITHOUT LIMITATION YOUR CUSTOMERS) IN CONNECTION WITH YOUR USE OF OR OUR PROVISION OF OUR SERVICES. OR OUR FAILURE OR DELAY IN DELIVERING SUCH SERVICES, OR ARISING OUT OF OR RELATED TO THESE STANDAND TERMS, WHETHER BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE AMOUNT YOU PAID FOR SUCH SERVICES

9.3 We do not assume, nor do we authorise any employee, agent or other person, to assume for us, any liability in connection with our services other than as specifically described above

9.4 If either of you or us is unable to perform, or is delayed in performing, any obligation under these Standard Terms, other than an obligation to make payments, and such inability is directly due to a cause beyond our reasonable control, including without limitation strikes (legal or illegal), lockouts, fires, floods or water damage, natural disasters, riots, government acts or orders, interruption of transportation, power outages, interruption in telecommunications services, failure of public utilities, inability to obtain materials upon reasonable prices or terms, war, insurrection, terrorist attack, pandemic, or any other causes beyond our control ("Force Majeure Event"), then the non-performing party's performance is excused and the time for performance extended for the period of delay or inability to perform due to such Force Majeure Event, but in no event longer than for 6 months. If the period of delay or inability to perform by the non-performing party due to such Force Majeure Event persists for 6 months or longer, we may terminate the services provided under these Standard Terms.

9.5 Such excuse and delay in performance is conditioned on the party whose performance is impacted by such an event providing notification of such an event to the other party as soon as reasonably practicable and trying diligently to end the failure or delay and minimize its impact.

#### 10. Collection and use of your personal information.

10.1 We understand the importance of your personal information and the need to protect it, so we have established a Privacy Policy to describe our processing of your personal information. You may review our Privacy Policy at https://www.idexx.com/en/about-idexx/privacy-policy/?\_ ga=2.107958660.767474030.1595056402-259315790.1587694499. If you no longer wish to receive commercial electronic messages, you can unsubscribe using the instructions set out in the communication to you, otherwise, you can contact IDEXX by email at chiefprivacyofficer@idexx.com. Please note that incoming telephone calls may be monitored or recorded for quality assurance and training purposes.

#### 11. Governing law and jurisdiction.

11.1 You and we agree that these Standard Terms, and any dispute arising out of or related to them or the services we provide to you, shall be governed by the laws of New Zealand, without reference to conflict of law principles

11.2 You and we also agree that any matters or disputes arising out of or related to these Standard Terms or the services we provide to you will be dealt with by New Zealand courts, and you agree to submit to the exclusive jurisdiction of New Zealand courts. (except that either of you and we may bring an action for an injunction or similar equitable relief against the other in any proper jurisdiction).

11.3 You and we waive any claims against the other for any claim of lack of jurisdiction or inconvenient forum.