

Bone Marrow Aspirate Sample Submission

Laboratory use only

1. Patient details:

Registered name:

Passport number:

Sex: Age: Breed:

Horse use:

2. Injury details:

Structure & limb affected:

Date of injury:

Details of medication administered in the past 14 days:

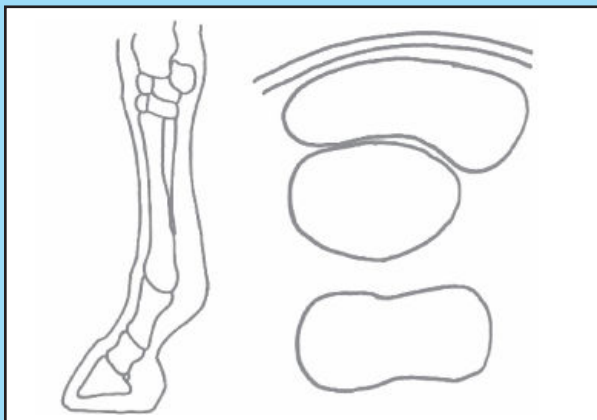
Use of corticosteroids within 14 days of aspiration/implantation may compromise outcome and should be avoided

Previous injury:

If yes - provide details & date of previous injury:

2. 1 Extent of injury

Indicate length and cross sectional area (CSA) of lesion at worst point in the diagram below:



2. 2 Volume of cells required (please check)

See guidelines below and check required number of cells:

- CSA of 10-30% 10 million cells - Standard (2 NaCit tubes required)
- CSA of 30-50% 20 million cells - Standard (4 NaCit tubes reqd)
- CSA of 30-50% 20 million cells (in 2 doses within 1 year) (2 NaCit tubes reqd)
- CSA of >40% 40 million cells (in 2 doses within 1 year) (4 NaCit tubes reqd)

Cryo-preservation of cells (5 Year Storage)

Owner HAS NOT given consent for the use of surplus material for research and development purposes.

3. Sample details:

Source (check): Sternum Tuber Coxae

Always required (check): 2 x 10ml Bone Marrow + Heparin¹

2 x 4ml Bone Marrow + NaCit²

Additional samples: (for larger lesions) x 4ml Bone Marrow + NaCit²

(Please indicate number - see section 2.2)

Comments/special requests:

¹ 2 x 10ml sterile universal containers containing **well mixed** 9.5ml Bone Marrow + 0.5 ml of Heparin (at 5000iu/ml)

² 2 x 5ml **within date well mixed** Sodium Citrate vacutainers containing 4mls of Bone Marrow.

4. Declaration:

I certify that at the time of bone marrow aspiration, this horse was free from clinical signs of infectious disease and prior to this collection has not been outside of the US for a period of at least 8 weeks. I hereby submit my sample and agree to the Equine Partners America, LLC terms and conditions that have been provided to me (see reverse or attached). I also confirm that I have contacted Equine Partners(details below) to inform them that I am submitting a sample.

Signature of veterinary surgeon:

Name printed:

Practice address (please inform us if delivery address is different):

Date:

Tel (required):

Email (required):

1. DEFINITIONS

1.1 In this Contract:

“Customer” means the referring veterinary practitioner requesting the Services whose details appear on the reverse side of this Contract;

“Laboratory” means the designated laboratory communicated by Equine Partners America, LLC to the Customer pursuant to clause 2.1;

“Laboratory Opening Hours” means the opening hours of the Laboratory from 9:00 to 17:00 EST, Monday to Friday (inclusive);

“Sample” means either of the following provided by the Customer to the Laboratory; (i) bone marrow, (ii) umbilical cord blood, (iii) umbilical cord, or (iv) adipose tissue;

“Sample Submission Form” means the form to be completed on the reverse side of this Contract;

“Services” means the provision to the Customer of stem cells, derived from the Sample provided by the Customer, to be injected by the Customer.

2. COLLECTION AND DISPATCH OF SAMPLE

2.1 The Customer must contact Equine Partners America, LLC the previous day before the collection of the Sample by the Customer via Equine Partners America, LLC telephone number 1-800-752-8538. Equine Partners America, LLC will provide the Customer with details of the Laboratory.

2.2 The Customer may dispatch the Sample by its own courier or an Equine Partners America, LLC arranged courier. If the Customer uses its own courier the Customer must inform Equine Partners America, LLC of the tracking number provided to it by the courier company.

PLEASE NOTE THAT SAMPLES SHOULD NOT BE SENT TO THE EQUINE PARTNERS AMERICA, LLC REGISTERED OFFICE.

2.3 The Customer will collect the Sample in accordance with the directions provided by the laboratory, will package and dispatch the same to the Laboratory.

2.4 The Customer acknowledges that the Sample should be delivered to the Laboratory during the Laboratory Opening Hours and within 48 hours of its aspiration. Where the Sample is received after this period, its successful culture may be compromised.

2.5 The Sample is at the risk of the Customer until the Laboratory receives the Sample. It is the Customer’s responsibility to ensure that Equine Partner’s laboratory receives the Sample within 48 hours of aspiration.

3. USE OF THE SERVICE

3.1 On receipt of the Customer’s Sample, Equine Partners America, LLC’s Laboratory will examine the Sample for damage and if the condition of the Sample is such that the Sample cannot be cultured, the Laboratory will reject the Sample, and notify Equine Partners America, LLC, who will then notify the Customer. The Customer will be liable to pay the cost of the courier arranged by Equine Partners America, LLC to deliver the Sample to the Laboratory.

3.2 Equine Partners America, LLC’s Laboratory will prepare the Sample to be cultured. If there are insufficient cells in the Sample, or due to the Sample’s condition it is not possible to culture stem cells, Equine Partner’s Laboratory will notify Equine Partners America, LLC who will then notify the Customer and will then dispose of the Sample.

3.3 If a viable sample has been supplied, Equine Partners America, LLC’s Laboratory will notify Equine Partners America, LLC, who will then notify the Customer. The time taken for the culturing of the Sample is variable but is approximately three weeks.

3.4 Equine Partners America, LLC will contact the Customer when the stem cells are available for collection. Equine Partners America, LLC and the Customer will agree upon a delivery date and time for the stem cells. The stem cells will then be couriered to the Customer on the agreed date, excepting circumstances outside of our control such as Acts of God, Customs Delays and Industrial Action.

3.5 The Customer acknowledges that Equine Partners America, LLC cannot be responsible for any delay or damage to the stem cells caused by the courier company.

3.6 The Customer shall comply with the instructions provided by the laboratory and Equine Partners America, LLC.

4. WARRANTIES

4.1 Equine Partners America’s Laboratory shall use its reasonable skill and care to culture the Sample to obtain stem cells. Equine Partners America, LLC provides no warranty that the stem cells returned for implantation will provide any medical benefit to the Customer’s patient, will be fit for the Customer’s purpose or for any other purpose, or comply with any description.

4.2 Save as provided in this Contract, Equine Partners America, LLC excludes to the maximum extent permitted by law, all warranties, conditions, express, implied, statutory or otherwise, in respect of the Services it is providing.

5. PAYMENT

5.1 Equine Partners America, LLC will invoice the Customer to its practice address provided in the Sample Submission Form.

5.2 The fee for the culturing of the Sample and replacement aspiration kit shall be per Equine Partners established price list. The courier cost and the cost of any additional consumables will be added to the invoice.

5.3 The Customer shall pay the invoice within 30 days of the date of invoice. Equine Partners America, LLC may charge interest at 2% above the base rate of Sun Trust Bank in relation to outstanding payments.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 The Customer acknowledges that all intellectual property rights owned or controlled by Equine Partners America, LLC shall remain owned or controlled by Equine Partners America, LLC.

7. LIMITATION OF LIABILITY

7.1 Equine Partners America, LLC’s liability howsoever caused, shall in no event exceed the amount paid by the Customer in respect of that Sample.

7.2 Equine Partners America, LLC shall not be liable for any pure economic loss, loss of profit, loss of business, 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 this Contract.

8. MISCELLANEOUS

8.1 Each party confirms it has the requisite authority and capacity to enter into and perform the terms of this Contract.

8.2 Nothing in this Contract shall benefit any third party.

8.3 This Contract constitutes the entire agreement between the Customer and Equine Partners America, LLC in relation to the subject matter hereof to the exclusion of any other agreement, understanding or representation, made between the parties.

8.4 This Contract is governed by Georgia law.

9. CONFIDENTIALITY

9.1 Equine Partners America, LLC and the Laboratory will maintain full client and patient confidentiality and anonymity for all samples submitted.