

GENERAL CONDITIONS

These General Conditions intend to regulate the terms and conditions governing the provision of the Bird Sexing determination service through DNA by STAB VIDA, Investigação e Serviços em Ciências Biológicas, Lda, headquartered in Madan Parque, salas 2.18 and 2.19, Rua dos Inventores, 2825-182 Caparica, under the unique registration and identification number of the legal person nº 505087723, with the share capital of €150,000 hereinafter referred to as STAB VIDA.

SERVICE AND RESULTS

The Service will be provided over the Internet, by the website www.stabvida.com.

All service requests accepted by STAB VIDA are in accordance with the following general terms and conditions of sale and are part of the sales contract. The purchase of the service will imply acceptance of these sale general conditions.

STAB VIDA and the undersigned (hereinafter "The Client") are an integral part of this contract for the contracting of the Bird Sexing determination service using DNA (hereinafter "The Service").

The Client warrants that is over 18 years old and accepts this contract freely and voluntarily. To request, pay, register samples or consult results, the Client must create a personal account, in the web page www.stabvida.com.

To create the account, the Client must provide identification data (name, address and email), for any purchase, order or query of results the Client will have to access his account using his email and password.

The Client is responsible for providing the necessary information to use The Service. STAB VIDA will clarify all doubts and advise on the collection and type of sample, but will not be responsible if the Client hides and / or omits and / or incorrectly interprets the information and instructions provided by STAB VIDA.

The Client warrants that he is legally qualified to provide the necessary biological samples and agrees to indemnify STAB VIDA for any loss or damage suffered as a result of any illegal activity performed by the Client and directly or indirectly related to The Service. STAB VIDA is not responsible for the Client's legal capacity to collect samples or request The Service and will not indemnify or be responsible for losses or damages against the Client or third parties for any act derived directly or indirectly from the collection of samples that has a direct impact on performance service and / or result.

The Client is responsible for following the instructions provided by STAB VIDA for the collection of samples. The Client accepts that there is a possibility that the result of The Service is not conclusive when the amount of DNA provided does not meet the standards that allow the establishment of a result. If this occurs, STAB VIDA will carry out at least 2 analyses, before deciding to request the resending of new samples, at no additional cost to the Client. If the Client is unable or unwilling to resend samples, the Client agrees that STAB VIDA will not refund the amount.

The Client is responsible for sending / delivering the samples. Otherwise, STAB VIDA cannot guarantee the provision of The Service and the communication of the result until the situation is resolved.

The samples will be sent to the following address:

STAB VIDA
Madan Parque, salas 2.18 e 2.19, Rua dos inventores
2825-182 Caparica
PORTUGAL

RESULTS DELIVERY TERM

The duration of samples analysis begins on the day of receipt of the samples, which is confirmed through an automatic email sent to the Client.

The availability of the results of The Service is 2 - 3 working days. If the samples are in poor storage conditions, deteriorated and / or in a quantity less than necessary to carry out the analysis, the Client will be asked to resend the samples by automatic email.

In general, the analysis duration can be extended due to peculiarities in the genetics of the animals analysed and other problems with the samples received, namely the absence of DNA or very low concentration that does not allow to conclude on the results.

STAB VIDA will not be responsible for delays or inability to perform The Service when there are causes of force majeure beyond the control of STAB VIDA, but will be obliged to inform the Client of this fact, if it should occur.

AVAILABILITY OF RESULTS

STAB VIDA guarantees that the result of The Service is correct, according to the information and samples provided by the Client, with an approximate degree of precision of about 99% in the genetic analysis of sex determination.

STAB VIDA guarantees the communication of results at no cost to the Client, by the means indicated on the web and in the registration form. The result will always be available in the Client's account. The laboratory will communicate the publication of results by automatic email.

The Client is responsible for communicating to STAB VIDA all the information necessary for the performance of The Service. STAB VIDA will not be responsible for inaccurate, erroneous or inconclusive results when the Client does not provide the necessary information or provides false information. The Client is responsible for collecting the samples and sending them in good condition for processing.

PRICES AND PAYMENT METHODS

The prices reflected on the STAB VIDA website already include VAT., at the legal rate in force.

STAB VIDA reserves the right to change the price of The Service without prior notice, in accordance with market conditions.

Payment must be made by the means indicated - Bank Transfer, Paypal, Visa (Credit Card), at the time of order and in euros (€).

In the case of payment by bank transfer, the Client must use the following information, indicating his order number as a reference for the bank transfer operation:

BANK: BANKINTER

IBAN: PT50 0269 0158 00204511202 46

SWIFT/BIC: BKBKPTPL

ACCOUNT OWNER: STAB VIDA, Investigação e Serviços em Ciências Biológicas, Lda

VAT NUMBER: 505 087 723

Payment by bank transfer usually takes two to three business days. The Client must send proof of bank transfer by email to info@stabvida.com to guarantee the validation of the payment of his order.

STAB VIDA reserves the right to refuse a payment made by a method other than those indicated in the Client area. The Client will be responsible for any additional charges arising from the chosen payment method.

The Client accepts that the result is not communicated until payment is confirmed with the bank by STAB VIDA. The Client may request an invoice for his orders to info@stabvida.com, indicating the billing details (Name + Full address + VAT Number).

DEVOLUTION

The Client may request the return of the payment, within a period of 1 month, from the date of purchase. The Client will request a refund or The Service, by email to info@stabvida.com

The Client cannot request a refund of the money, when the samples are already in laboratory processing.

For the case of prepaid packages, the money will only be refunded if it has never been used. Refunds will be made by bank transfer, paypal, or analysis can be credited to the Client's account for future use.

If STAB VIDA cancels The Service due to force majeure, the Client will be entitled to receive a refund of the total amount paid.

CANCELLATION

STAB VIDA reserves the right to destroy the samples received within 30 days, if the samples are not duly identified to whom they belong, or if they are not claimed.

ACCESS - SECURITY – CONFIDENTIALITY

To access The Service, the user must create a Client account on the bird sexing platform, and accept the Privacy Policy and the Terms and Conditions, becoming a Client and to access the account the identification is made through email and password.

The use of the password is personal and non-transferable, and the transfer, even if temporarily, to third parties is not allowed. Accordingly, the Client agrees to use it diligently and keep it secret, assuming full responsibility for the consequences of its disclosure to third parties.

In the event that the Client suspects the use of his password by third parties, he must modify it immediately, in his personal area within the “Profile”

STAB VIDA will communicate with its Clients through e-mail, online chat and, if necessary, by telephone.

Users and Clients can request information through the Customers Service, by telephone (+351 210438606 / +351 212957214) or by email (info@stabvida.com) to make general questions, but they will not be able to obtain information about results.

STAB VIDA will not provide Client data or samples data to third parties, unless there is an express authorization from the Client who contracted The Service.

APPLICABLE LAW

This contract is governed by Portuguese law in force.