

General Terms and Conditions of Eurofins LifeCodexx GmbH

§ 1 General Information

1. The following General Terms and Conditions apply exclusively to the delivery and sale of the genetic tests of Eurofins LifeCodexx GmbH and to the rendering of services by Eurofins LifeCodexx GmbH.
2. Eurofins LifeCodexx GmbH does not recognize terms and conditions of the contracting party that are contrary to or deviate from the General Terms and Conditions unless Eurofins LifeCodexx GmbH has expressly consented to their application in writing. The General Terms and Conditions apply exclusively, even when Eurofins LifeCodexx GmbH, with knowledge of terms and conditions of the contracting party that are contrary to or deviate from the General Terms and Conditions, renders the services without reservation.
3. All covenants which are made between Eurofins LifeCodexx GmbH and the contracting party for the purpose of performing this contract are committed to writing in this contract.

§ 2 Offers and contract formation

1. It is a fundamental requirement for the effective formation of a contract under § 2 between Eurofins LifeCodexx GmbH and the contracting party that, in parallel thereto, an identical request be made for a genetic test at Eurofins LifeCodexx GmbH to be performed by a physician who is appropriately qualified under § 7 of the German Genetic Diagnostics Act (Gendiagnostikgesetz) – “Responsible Physician” herein.
2. A contract is formed through performance of the service. If information that is needed for the proper analysis of the blood sample is missing, the Responsible Physician will be informed of this and asked to furnish it by a deadline. If the information is not furnished by the stated deadline, the Responsible Physician will be informed that performance of the service may be delayed due to the absence of information that is relevant for the analysis. If the missing information is not furnished by the time the test result is available, Eurofins LifeCodexx GmbH reserves the right to refuse to deliver the test result. This shall not affect the contracting party's obligation to pay.
3. The contracting party expressly acknowledges that the test results that are generated through the rendering of the service by Eurofins LifeCodexx GmbH in accordance with the specifications of the German Genetic Diagnostics Act will be delivered exclusively and directly to the Responsible Physician designated by the contracting party or to the Responsible Physician's designated representative.

§ 3 Prices and payment terms

1. All prices are understood to be in euros and include statutory value-added tax.
2. The commission to perform the service triggers the payment obligation.
3. If the contracting party maintains a debit account at a German or Austrian financial institution, payment shall be made through the issuance of a SEPA direct debit mandate. The payment due will be collected after the test result is sent to the Responsible Physician, but not earlier than five days after placement of the order. The contracting party may within eight weeks, beginning with the date of debiting, demand reimbursement of the debited amount. The terms agreed to with its financial institution are applicable in such case. If the specified debit account has insufficient funds, the financial institution that maintains the account has no obligation to carry out the direct debit mandate. This shall not affect the contracting party's obligation to pay Eurofins LifeCodexx GmbH. If the contracting party is not the account holder of the debit account specified on the authorization to collect the receivable by SEPA direct debit mandate, from which the payable amount is to be collected when due, either the account holder must, through his or her signature, issue the authorization to collect the receivable or the contracting party automatically confirms through its signature on the requisition form that, at the time of the contract, it has a valid bank mandate for the specified debit account in the amount to be paid. The contracting party's payment obligation toward Eurofins LifeCodexx GmbH shall remain intact, even if it is not the account holder of the specified debit account or has no valid bank mandate.
4. The contracting party will automatically receive an invoice after payment has been received, provided that Eurofins LifeCodexx GmbH has the contracting party's complete address.
5. Subsequent contractual amendments are excluded. In rare cases, determination of the child's gender is not possible. This shall not affect the contracting party's obligation to pay the full price.
6. In case the consent for the genetic testing is revoked, the contracting party is obligated to pay Eurofins LifeCodexx GmbH the following amount for the service rendered:
 - 50 % of the full amount before the start of the analysis of the test material
 - 100 % of the full amount at the start of the analysis of the test material
7. In case the consent for the genetic testing is revoked by the contracting party, the Responsible Physician must send the revocation in text form to Eurofins LifeCodexx GmbH. The date of the receipt stamp is controlling.
8. If the evaluation of the analysis of the test material produces no usable result, the contracting party's payment obligation no longer applies.

§ 4 Service of Eurofins LifeCodexx GmbH

1. The purpose of the contract is the performance of noninvasive, clinically validated genetic tests based on the use of the latest molecular analytical methods.
2. Current data on the review of the noninvasive, clinically validated genetic tests is available at www.lifecodexx.com. Eurofins LifeCodexx GmbH cautions that, in practice, 100 % validity (so-called sensitivity and specificity) cannot be expected with the use of genetic tests.
3. The test results are sent exclusively to the attention of the Responsible Physician. The test durations vary according to the choice of the genetic test.
4. The rendering of the service requires the contracting party to satisfy the obligations on time and properly and the identical request for a genetic test to be completed by the Responsible Physician in terms of § 2 of these General Terms and Conditions.

§ 5 Liability

1. Eurofins LifeCodexx GmbH is exclusively liable for compliance with the duties under this contract, the validity of the selected genetic test described in § 4 and for its technically correct performance, provided that the service was rendered by Eurofins LifeCodexx GmbH.
2. Force majeure, interruptions of operations, labor disputes or other obstacles for which Eurofins LifeCodexx GmbH is not responsible at Eurofins LifeCodexx GmbH or its suppliers exempt Eurofins LifeCodexx GmbH from the obligation to deliver for the duration of the disruption and its consequences.

§ 6 Genetic testing

1. Eurofins LifeCodexx GmbH undertakes to comply with the requirements of §§ 12, 13 of the German Genetic Diagnostics Act. The results of the genetic testing shall be carefully documented and archived and, if desired by the contracting party, completely destroyed or locked in accordance with the statutory provisions.
2. The contracting party agrees that, in the case of a direct communication between the contracting party and Eurofins LifeCodexx GmbH, Eurofins LifeCodexx GmbH shall inform the Responsible Physician of the contents.

§ 7 Place of performance, judicial venue and applicable law

1. Unless otherwise indicated in the order confirmation, the place of performance shall be the place of business of Eurofins LifeCodexx GmbH.
2. The judicial venue shall be the domicile of the contracting party in accordance with the statutory provisions.

Notes on Data Protection

1. In the following, we provide information on the collection of personal data in business transactions. Personal data is all data that can be related to you personally, such as name, address, email addresses and payment information.
2. The data controller pursuant to Art. 4 (7) of the General Data Protection Regulation (GDPR) is Eurofins LifeCodexx GmbH, Line-Eid-Straße 3, 78467 Constance, Germany.
3. Data is collected, stored and, if necessary, shared if such is required in order to render the contractual performances. The data is therefore collected, stored and shared for purposes of contract fulfillment or for the performance of pre-contractual measures and based on Art. 6 (1) first sentence (b) GDPR. If we obtain a consent from the data subject for processing operations of personal data, Art. 6 (1) (a) GDPR serves as the legal basis for the processing of personal data. Failure to supply such data may have the consequence that the contract cannot be completed. Further processing occurs only if you have consented or it is permitted by law.
4. We maintain up-to-date technical measures to ensure the protection of personal data. They are continually updated to the current state of the art.
5. You have the right to demand information from us at any time on the personal data about you that is stored with us (Art. 15 GDPR). This also pertains to the recipients or categories of recipients with whom this data is shared and the purpose of the storage. Moreover, you have the right to demand correction pursuant to the requirements of Art. 16 GDPR and/or erasure pursuant to the requirements of Art. 17 GDPR and/or restriction of the processing pursuant to the requirements of Art. 18 GDPR. You can also demand transfer of the data at any time pursuant to the requirements of Art. 20 GDPR.
6. Personal data is deleted or locked when the purpose of the storage is no longer applicable. In addition, data can be stored if the European or national legislature has provided for this in Union regulations, statutes or other rules to which the controller is subject. The data is also locked or deleted when a storage period prescribed by such standards lapses, unless it is necessary to continue to store the data for contract formation or execution.
7. Please direct all desires for information, requests for information or objections about the data processing to our data protection officer via email to Datenschutz@lifecodexx.com or to the address mentioned in (2) above. For further information, we refer to the complete text of the GDPR, which is available on the Internet at <http://eur-lex.europa.eu/eli/reg/2016/679>, and to our data policy, which can be accessed on the Internet at www.lifecodexx.com. You also have the option to complain about data privacy issues to your competent supervisory authority.

Eurofins LifeCodexx GmbH

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