

Terms and Conditions of DelphiTest GmbH

Article 1 - Introduction

1. DelphiTest offers several genetic analysis, among them paternity tests as well as tests to determine family relationships.
2. The client wishes DelphiTest to perform a genetic analysis, e.g. to determine paternity or family relationship based on oral fluid or other DNA samples that have been provided to DelphiTest.

Article 2 - Hold Harmless Agreement

It is the responsibility of the client to ensure that ordering the analysis from DelphiTest in no way harms any third party. The client assures DelphiTest that all samples that have been provided are either his/her own samples or those of a legal minor. If they are of a minor the client must have custody of said minor. The client also assures DelphiTest that the minor has given his/her consent (if they are old enough to understand this). The client is solely responsible to adhere to any data safety and security standards that are applicable.

Article 3 - Object of the Analysis

1. DelphiTest sends the client a testing kit to take the samples. The client takes the samples of the persons to be tested. This might be oral fluid, blood, hair with roots, or other items that would contain DNA of the persons to be tested. The client sends those samples to DelphiTest. DelphiTest conducts an analysis and compares the DNA of the persons to be tested.
2. The result will be reported in a written certificate. The results of certain tests, e.g. paternity tests or biological family tests show a certain probability. DelphiTest guarantees the probability based on which quality of test the client orders. The exact probability depends on the individual test and is calculated for each client and test separately. Once the calculation is completed the result is given to the client.

Article 4 - Right to Retract / Cancel the Order

The client has the right to cancel his/her order within two weeks after signing the contract without giving any reasons. The cancellation has to be in writing and can be done via letter, fax or e-mail. If the client chooses to mail his/her cancellation the postmark must be within the two week time limit as stated above.

There is a cancellation fee of Euro 30.00 or US\$ 40.00. If the client has already paid for the analysis, DelphiTest will refund the full fee minus the cancellation fee. If DelphiTest has already begun the analysis a cancellation is no longer possible.

Article 5 - The Order

The client orders an analysis using the order form and choosing the service he/she wants. The analysis is performed after DelphiTest receives the samples. Delivery / Turn around time starts after DelphiTest has received both - the samples as well as the testing fee.

Article 6 - Notification of Test Results

1. The client is informed of the test results after the fee has been received and the analysis has been concluded. The results are communicated as indicated by the client on the order form.
2. DelphiTest might not be able to determine if the recipient is in fact authorized to receive the test data. DelphiTest can therefore not be held liable. It is the responsibility of the client to ensure that the results are not passed on to third parties. DelphiTest points out that the use of fax or e-mail is not considered secure and an unauthorized third party might gain access to the results.

Article 7 - Repetition of the Analysis

1. If the sample material is insufficient and does not allow an analysis, DelphiTest informs the client and requests a repeat sample. Depending on the amount of work necessary the repeat of the analysis might not cause any additional costs. If there are additional costs these have been agreed upon before the repeat of the analysis.

2. If the repeat sample is also of poor quality and the analysis cannot be performed all future repeat samples will be charged as follows. Euro 129.00 or US\$ 199,00. (incl. VAT) per person to be tested This fee is due in advance. The turn around time starts as soon as the repeat samples have been received and after the additional fee has been received, whichever is later.

Article 8 - Data Storage

DelphiTest destroys all samples after the analysis is concluded. DelphiTest will store the data until the client requests their destruction. Destruction of data can be requested immediately after the client has been notified.

Article 9 - Use of Results as Court Evidence / Explanation of Results

1. DelphiTest conducts a private test for the client. The results are normally not considered to be legal evidence. Therefore as a rule the results cannot be used in court to prove or exclude paternity.
2. The results are meant to be basic information for the client only. DelphiTest cannot ensure the identity of the persons of whom the samples have been taken. The result only shows the biological relationship between the persons of whom the samples are in fact from. Therefore the client is responsible to provide the proper samples with proper identification. The client is also responsible to ensure that the results are assigned and communicated to the relevant persons.
3. If you wish to use your results in court and show them as legal evidence, DelphiTest can take the samples in their corporate office. The client can also choose to have a witness during the taking of the samples (e.g. physician, officials of the health or youth welfare office).

Article 10 - Court of Jurisdiction

Court of Jurisdiction for all disputes between DelphiTest and the client is Kufstein, Austria.

Article 11 - Liability for Damages

1. DelphiTest is not liable for any damages (especially bodily injury, injury to one's health, injury to personal rights or injury to property), if they are caused through improper or illegal taking of samples. The client is only liable for all other damages if they have been caused by intentional or most negligent actions. The limited liability of DelphiTest is applicable to all persons concerned.
2. DelphiTest is liable for damages caused by intentional or negligent improper analysis. This includes the transfer of false or incomplete data. The liability is monetarily limited to the amount of the original fee for the test. Typos or misprints are excluded from this liability.

Article 12 - Safeguarding Clause

If any individual articles of these terms and conditions are partially or completely incorrect and not legally binding, the remaining articles are still in effect. The incorrect article shall be considered replaced with an article that maintains the original meaning of the article and is in the best economical interest of both parties.

Kufstein, January 1st, 2010