

AT Order Form for Paternity Test

1. Client Information

Full Name	(if different from client address)
Street Address	
City, ZIP code, country	
Phone number	
Fax number	
E-Mail	

1.1 Delivery Address sampling kit

2. Order Details please select your desired test type!

Cost¹

Paternity Test „DelphiTest Basic“: Analysis of 16 DNA regions		
☐ Analysis based on father and child		179 €
☐ Analysis based on father, mother, and child (<i>improves test precision</i>)		258 €
Additionally, analyse samples from _____ further persons		79 € per person
Paternity Test „DelphiTest Comfort“: Analysis of 16+ DNA regions, with guaranteed minimum test result precision (number in parentheses)		
☐ Analysis based on father and child (> 99,9%)		349 €
☐ Analysis based on father, mother, and child (> 99,99%)		428 €
Additionally, analyse samples from _____ further persons		79 € per person
Paternity Test „DelphiTest Premium“: Analysis of about 25 DNA regions, with guaranteed minimum test result precision of >99,99999%		
☐ Analysis based on father and child		599 €
☐ Analysis based on father, mother, and child		748 €
Additionally, analyse samples from _____ further persons		149 € per person

¹ All prices include VAT.

3. Sample types

Cost¹

Buccal swabs (<i>simple to take, "default" sample type</i>)	no upcharge
Use forensic samples for _____ persons (e.g. used tissue, toothbrush, chewing gum, etc.)	upcharge of 99 € per person

4. Priority Order

Cost¹

☐ Regular priority	no upcharge
☐ Express order – Guaranteed processing within 5 business days ²	upcharge of 149 €
☐ Express order – Guaranteed processing within 3 business days ²	upcharge of 399 €
☐ Express order – Guaranteed processing within 1 business day ²	upcharge of 999 €

² An express order guarantees that a full analysis will be performed within the specified number of business days, starting on the day both the samples and the full payment arrive, if the quality of the samples permit such an analysis. Particularly forensic samples are prone to cause delays due to low sample quality. If the sample quality is insufficient to perform an analysis, we will inform you of this. New sample material can then be sent in once without additional charge.

Total cost for your order:

€

5. Persons to be tested

[illegible]

³ Please use this field to indicate the suspected genetic relationship (e. g. Child 2, Father 2) relevant to the test.

6. Additional information⁴, Special Requests

Ethnicity of the Father is: ☐Caucasian, ☐African, ☐Asian, or ☐Other:

⁴Please indicate any unusual circumstances here, especially when: **a)** some of the possible candidates for the true genetic father (whether they are being tested or not) are genetically related (i. e. siblings, cousins), or **b)** any of the persons involved have identical twins.

7. Receiving the results⁵

Please select how you would like to receive the test results.
 You can select multiple options. If nothing is selected, we will mail the results to the client address.

☐ Mail to client address (specified in section 1)	☐ Do not mail!
☐ Mail to the following address: 	
☐ via Phone	☐ via E-mail

⁵ Note that we may not be able to determine if the contact details given above or in section 1 actually belong to you or to persons authorized by you to receive the results. It is your responsibility to ensure the contact details given are correct and do not allow access by unauthorized third parties.

With your signature you are agreeing to our Terms of Service and are acknowledging that you have received our Cancellation Policy (both attached to this document).

Date and Signature of the Client

Bank connection
Sparkasse Kufstein
BLZ 20 50 6
Account Nr. 7700-013274

IBAN:
AT982050607700013274
BIC/SWIFT:
SPKUAT22XXX

Account Holder
DelphiTest GmbH
CEO/Managing Director
Dr. Frank Pfannenschmid

Cancellation Policy

Withdrawal Period

The Client may cancel the contract in writing (e.g., letter, email) within the withdrawal period of two weeks without providing a reason. The period begins upon receipt of this cancellation policy in writing. To meet the cancellation deadline, it is sufficient to send the cancellation notice within the withdrawal period. The notice of withdrawal must be sent to:

DelphiTest GmbH
Salurner Str. 22
A-6330 Kufstein
Austria

or

info@delphitest.com

Consequences of Withdrawal

In the event of a valid withdrawal, the goods and services received by both parties must be returned, and any benefits derived (e.g., interest) must be surrendered. If you are unable to return the goods and services received in whole or in part, or can only return it in a deteriorated condition, you may be required to compensate us for the loss in value to that extent. There is no right of return for goods that are manufactured according to customer specifications or are clearly tailored to personal needs. For the sterile sampling kit specially assembled for the Client, a flat fee of €30 must be paid immediately upon cancellation.

Special Notes

The right of withdrawal expires prematurely if the Contractor has begun performing the service with the Client's express consent before the end of the withdrawal period, or if the Client has initiated this themselves by sending in the sample material.

Additional information regarding the Austrian "Fern- und Auswärtsgeschäfte-Gesetz"

Goods manufactured according to customer specifications, as well as sterile goods, are excluded from return. In the event of cancellation, compensation for the value of such goods is required. Therefore, in the event of cancellation, the Client bears the costs for the sampling kit.

End of the Cancellation Policy

Terms of Service

§ 1 Preamble

(1) The Contractor offers, among other services, analysis (that is, the confirmation or exclusion) of paternity, as well as other kinship relationships based on molecular biological methods.

(2) The Client requests an analysis of paternity or other kinship relationships to be performed based on tissue or cell samples provided by the Client.

§ 2 No Infringement of Third-Party Rights

The Client warrants to the Contractor upon placing an order for an analysis, that collecting and submitting the samples does not infringe upon any third-party rights. In particular, the Client warrants that they comply with the data protection regulations and any other applicable rules of their home country. We operate under Austrian law and cannot verify whether the customer is violating any regulations of their country. The Client bears sole responsibility for compliance with applicable data protection guidelines and the GDPR.

§ 3 Sample Collection, Sampling Kit

(1) The Client collects samples from the individuals to be tested. These samples may include a swab of the oral mucosa, blood, hair with roots, or objects that carry a sufficiently large number of body cells from the individual being tested. The Client is responsible for the origin of the samples, sample quality, the correct assignment of samples to the appropriate individuals, and any damage that may occur during sample collection. The Client then sends the samples to the Contractor.

(2) Optionally, the Contractor will provide the Client with a sampling kit containing sterile cotton swabs for the purpose of collecting the samples. The sampling kit is not strictly necessary for sample collection, as the Client may readily use other commercially available cotton swabs. The sampling kit will be delivered by mail after a binding order has been placed. If the client has not received the sampling kit within the usual delivery times (three business days within Austria), the Client shall immediately notify the contractor of the missing shipment. The contractor bears no responsibility for the reliability of delivery by third parties. Unless otherwise agreed, delivery of the sampling kit is free of charge. Any loss of the sampling kit during transport has no effect on the existing analysis contract.

§ 4 Subject of Analysis

The result of the analysis is the confirmation or exclusion of paternity or genetic kinship between one of the individuals being tested and another of the individuals being tested, with a specified probability. Depending on the type of analysis ordered, the Contractor guarantees that a certain probability value will be achieved. The exact probability is calculated separately for each individual analysis and is communicated to the Client along with the test results. For the "DelphiTest Comfort", the minimum statistical probability for the correctness of a confirmation paternity (assuming no genetic relationship between the person tested as father and any possible alternate fathers) is at least 99.99% in the case of a father-mother-child analysis, and at least 99.9% in the case of a father-child analysis. For the "DelphiTest Premium"

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analysis type, a probability of at least 99.99999% is guaranteed. Excluded from this provision are cases in which mutations were found. If paternity can be ruled out, the test concludes this with a probability of 100%.

§ 5 Withdrawal from the Analysis Contract

After the withdrawal period has expired, the Client is obligated to pay the contractually agreed-upon amount in full. If the Client decides not to submit sample material after the withdrawal period has expired, the Contractor must be notified of this in writing. In this case, the Client shall pay a flat fee of 100 €, and the Contractor is not required to perform any analyses.

§ 6 Scope of the Order

The Client orders the analysis specified in the order form from the Contractor. The analysis will begin upon receipt of the samples. Withdrawal from the contract is no longer possible at that point. The delivery time is calculated from the day on which both payment and the samples have been received.

§ 7 Notification of the Analysis Results

(1) The Contractor shall notify the Client of the analysis results upon completion of the test and receipt of payment. Notification shall be provided as specified in the order form.

(2) Under certain circumstances, the Contractor may be unable to verify whether the contact information provided belongs to the Client or to persons authorized by the Client to receive the analysis results. It is therefore the Client's responsibility to ensure that the information provided above does not result in the analysis results being disclosed to third parties who may not be authorized to receive them. In particular, please note that transmission of the test results via email and fax is not confidential, such that third parties who may not be authorized to receive the test results may have access to the information and data contained in the transmission of the test results.

§ 8 Repetition of the Analysis

(1) If the quality of the sample material is too poor to achieve a reliable result, the Contractor shall request new sample material from the Client. Depending on the scope of the order, the Contractor shall repeat the analysis once with the new material, either at no additional cost or for a contractually agreed fee.

(2) If the sample material cannot be analyzed even after the repeat analysis, a contribution toward expenses of 129 € (including VAT) shall be due for each subsequent sample submission per person, in addition to the original analysis fees. This amount must also be paid to the Contractor in advance. In the event that a repeat analysis is necessary, the delivery time is calculated from the receipt of the new sample material or from the date of payment, whichever is the later date.

§ 9 Storage of Samples and Data, Data Protection

The Contractor shall destroy the samples after the test has been performed. The Client has no right to have the samples returned. The Contractor shall store the data and results of the analysis in accordance with the provisions of data protection guidelines, in particular the GDPR (see information sheet). The Contractor conducts customer surveys to evaluate its services for the purpose of quality control and improvement. For this purpose, the Contractor may disclose the Client's name and email address to a service partner. By entering into this contract, the Client consents to such disclosure. The Client may object to the disclosure in writing at any time, ignore the email from that service partner, or mark it as "spam."

§ 10 Admissibility in court

(1) The private analysis conducted by the Contractor is typically not admissible in court, i.e. it cannot be used in court as evidence for or against paternity or other kinship relationships.

(2) The test result is intended solely for the Client's personal information. Since the Contractor cannot verify the identity of the individuals for whom samples are submitted, the result can only indicate the kinship of the individuals from whom the samples actually originate. It is the Client's responsibility to provide the samples without mix-ups and to assign the test result to the individuals tested.

(3) To enable recognition by public authorities, the Contractor offers sample collection with identity verification. This may take place at the Contractor's premises, or under the supervision of an independent knowledgeable witness (e.g. a primary care physician, public health department, child welfare office).

§ 11 Place of jurisdiction

The place of jurisdiction for all disputes arising from a contract between the Client and the Contractor is, to the extent permitted by law, Kufstein.

§ 12 Liability for Damages

The Contractor shall not be liable for damages, in particular those resulting from injury to life, body, health, personal rights, data protection, or property.

§ 13 Severability Clause

Should any provision of this agreement be wholly or partially invalid or later lose its legal validity, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision that most closely approximates the economic purpose of the contract while appropriately safeguarding the interests of both parties.

End of the Terms of Service

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