



## Standard Kit – Terms & Conditions

### 1. DEFINITIONS:

- 1.1 The "Company" is General Genetics Corporation.
- 1.2 The "Client" is a private client ordering the Company's DNA profiling services, who neither enters into the Contract with the Company in the course of a business, trade, profession or public service etc.
- 1.3 The "Nominated Person" is the person named on the Submission Form to whom the test results will be given.
- 1.4 The "Sampler" is the person who takes the samples.
- 1.5 The "Service" is any one or more of the following DNA profiling and identification services.
- 1.6 The "Order for Services" is the placing of an order for the Company's Services, whether made in person, by telephone, letter, electronic mail, completion of an order form or any other method.
- 1.7 The "Price" is the price as set out in the current price list for the Company's Services.
- 1.8 The "Kits" are the sample collection kits provided to the Client.

### 2. APPLICATION OF THESE TERMS AND CONDITIONS:

- 2.1 These terms and conditions shall apply to the exclusion of all other terms and conditions including any which the Client may purport to apply under any agreement, purchase order, confirmation of order or similar document.
- 2.2 All Orders for Services shall be deemed to be an offer by the Client to purchase the Services pursuant to these terms and conditions. The Company shall not be deemed to have accepted any offer until the Client has paid for the Service ordered.
- 2.3 Acceptance of the Service shall be confirmed once the Client has paid for the Service. The payment shall be deemed as conclusive evidence of the Client's acceptance of these terms and conditions.

### 3. EXTENT OF THESE TERMS AND CONDITIONS:

- 3.1 No conditions other than those contained in these terms and conditions shall be deemed to be incorporated in or form part of these terms and conditions, except if agreed in writing between the Client and the Managing Director or those authorised by him to agree such terms.
- 3.2 These terms and conditions do not affect the Client's statutory rights as a consumer.
- 3.3 If any part of these terms and conditions are deemed unreasonable, void or otherwise unenforceable in any legal, arbitration or similar proceedings, it is the intention of the parties that the enforceability of the remaining parts of these terms and conditions will not be affected.
- 3.4 All agreements on the part of the Client which comprise more than one person or entity shall be joint and several.

### 4. COMPANY'S RESPONSIBILITIES:

- 4.1 The Company will provide tests performed by a laboratory that is accredited to ISO 17025 and/or AABB standard.

4.2 The Company will endeavour to make the results of the tests available to the Nominated Person within the times specified for its Standard and Express Services. The turnaround times stated by the company commence from the receipt of the samples at the laboratory and not from the receipt of the samples at any administration office or company agent.

4.3 The Company will send all kits to the Client via first class mail, unless otherwise requested by the client. The cost of sending the kit is included in the Price. The Company cannot be held responsible for any delays caused by the postal system. It is up to the Client to notify the Company in the event that the kit is not received and this within a reasonable time expected from the postal system of that country.

4.4 If through no fault of the Client, the sampling Kits delivered to them or to their Sampler by the Company are damaged on arrival or the sterile packs have been compromised, new ones will be supplied by the Company free of charge. The defective Kits should be returned by the Client with the return carriage at his expense and clearly marked as faulty, for disposal by the Company.

4.5 The Company will only issue one Kit per client order. Additional kits requested will incur an administrative charge depending on country of destination (refer to Appendix 1 for tentative charges).

4.6 If through no fault of the Company, the samples provided by the Client fail to generate a DNA profile due to insufficient DNA or a contaminated sample, then a re-sampling fee will be applied per standard oral swab re-submitted (refer to Appendix 2 for charges). In case of a non-standard sample the normal retail prices apply in addition to the standard charge.

4.7 The Client understands and accepts that the Company does not guarantee the provision of conclusive results for DNA relationship testing. It is not possible to predict the outcome of the relationship analysis until it is completed. The Company is unable to refund clients who receive an inconclusive result.

4.8 The Client understands that whilst the particular testing that the Company undertakes is highly accurate, as with any testing there is a possibility of error or omission. The Client therefore acknowledges and accepts that in the event of the Client being able to establish a claim for damages resulting from any act of the Company whether negligent or otherwise, the Company's liability shall not exceed the cost paid for the test and agrees to keep the Company and its agents, officers and employees harmless from all further claims or damages. The Client's rights hereunder shall be subject to the Client notifying the Company of any error or omission within thirty days of the test report being sent to the Nominated Person via email or postal mail. Any liability arising under this clause (4.8) will be limited to the cost of the Service contracted for.

4.9 The Company shall not be liable for any loss or damage suffered by the Client or any other person as a consequence of reporting the test results to the Nominated Person or other authorised persons, unless the Company has been negligent.

4.10 The Company shall not be liable for any failure or delay in the performance of its testing Services through causes beyond its control, including but not limited to an act of God, flood, drought, storm, war, industrial action, strike, lockout, breakdown of systems or network access, fire, explosion, terrorism, sabotage or other event beyond its control.



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4.11 Under the applicable data protection law, the Company will only obtain, use, process and disclose personal information about the Client to proceed with its responsibilities in providing the Service contracted for, and for other related purposes including updating Client records, analysis for statutory returns, crime prevention and legal and regulatory compliance. The Client has a right to a copy of personal data held about them by the Company and such data can be obtained by them on payment of an administrative fee.

4.12 The Company reserves the right to refuse its Services if it has reasonable grounds for believing, that the biological samples were or will be obtained illegally, or results will be used for an illegal, improper or unethical purpose. There is a conflict of interest with an existing Client, or the quality of the Company's Services might otherwise be compromised, or it has other reasonable grounds for doing so.

4.13 The test reports provided by the Company will be given to the Nominated Person. Any people tested will have the right to a copy of the report. See also clause 4.14 below.

4.14 Written reports will be sent by email to the Nominated Person unless otherwise stipulated. If requested, a hard copy of the results is available by mail for an additional fee.

4.15 The Company reserves the right to issue results to and/or discuss results with:

- (a) all persons tested; or
- (b) where the person tested is a child, the mother or other person with parental responsibility for the child where the nominated person or other authorised person has failed without reasonable excuse to pass on the results to those tested.

4.16 The Company aims to provide a high quality service at all times. If the Client is not satisfied with the service they have received they should put their complaint in writing to the Company.

4.17 The Company will endeavour to look into any complaint promptly and to explain the position to the Client. The Company will do its best to resolve any complaints or concerns; however any decision by management is final.

4.18 All samples that are sent in by the client that have signed consent will be immediately processed by the laboratory upon receipt. In the event of samples sent over and above the original order, additional payment will have to be settled prior to the release of the results.

### 5. CLIENT'S RESPONSIBILITIES

5.1 The Client is responsible for ensuring the return of all required documents, including consent forms and statements (where applicable). Where documents are not returned duly completed, the Company will be unable to comply with its obligations under these terms and conditions and shall have no further liability to the Client until or unless the documents are submitted.

5.2 It is the client's responsibility to ensure that all forms and documents are correctly completed and that the all required data is written clearly, legibly and in block capital letters. If any issues arise from information supplied not being clear and legible and the client requests any amendments to the data/information by them written, the client will incur an administration fee as indicated in appendix 6.

5.3 If as a result of a failure on the part of the Client (or their chosen Sampler) to return the required documents, the Company is obliged to cancel the Order for Services, no refund will be provided.

5.4 On request, the Company will endeavour to give as much information to the Client about the Services it provides and the fullest picture of what the results do and do not show, but the Client must decide whether or not the Service offered by the Company is suitable for any particular purpose and is advised by the Company to take legal or other advice if necessary prior to ordering the test.

5.5 The Client is responsible for ensuring that they (or their Sampler) are legally entitled to possess and obtain the biological samples passed to the Company for analysis. (If you are a resident of the UK please refer to the Appendix 3 for more information on the HTA).

5.6 The Client agrees to indemnify the Company against all claims, expenses and any loss or damage suffered by the Company as a result of the Client (or their Sampler) passing to the Company any samples which were not legally obtained.

5.7 The Company strongly advises that the Client obtains independent legal advice about their entitlement to take or obtain samples of biological material from persons other than themselves.

5.8 The Company makes no representation that the Client is legally entitled to perform any particular act in order to obtain biological samples for analysis.

5.9 The Client undertakes that all information provided to the Company for the purpose of ordering the Service is correct and that any credit/debit card used to pay for the Service is owned by them (or that they have the owner's authority to use it to pay for the Service).

5.10 The Client warrants that they are entitled to provide the Company with all information and data and shall indemnify the Company against any claims for infringement of the information or data, breaches of confidentiality or failure to comply with any data protection laws brought by any third parties.

5.11 It is the Client's responsibility to provide or ensure that the persons tested provide all necessary identification (if requested), materials or samples to the Company and to complete fully any forms or documents supplied or requested by the Company. Failure to do so may result in a delay in providing, or inaccuracies in, test results which may affect the evidential value of the test results and in such circumstances the Company shall not be liable for any such delay or inaccuracy. The Company shall not be liable for any failure to provide accurate, complete or other form of test results due to insufficient, incomplete or poor quality of specimen. Any further testing may incur additional fees.

5.12 The Client is responsible for ensuring that the Nominated Person is aware of the need for confidentiality and that they should not disclose the contents of the report to anyone other than those authorised by the persons tested. See also clause 4.11 above.

5.13 The Client should only enter into contract with the Company if they are willing to be bound by these terms and conditions.

### 6. FEES FOR SERVICES

6.1 The Price of the Company's Services are those set by the Company and revised from time to time, and are detailed in the Company's current price list. The Company's price list is available on the website or upon request.

6.2 The Express Service is an additional cost that will be charged over and above the cost of the Standard test to take into account the additional costs involved in providing the results in advance of normal turnaround times.

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### 7. PAYMENT AND CANCELLATION

7.1 The Company will not accept an Order for Services from the Client until full payment has been received.

7.2 Refunds will not be issued: all sales are final. Due to the personalised nature of the DNA testing kits, which are customised for each client, they fall outside the distance selling regulations.

7.3 If DNA testing services are cancelled before shipping and/or handling an administration fee will be deducted (appendix 4).

7.4 Payment can be made via credit card, direct bank transfer or money order. For credit card payments, the credit card charges are absorbed by the Company. For all other payment methods, the Client is responsible for any charges incurred in the payment transaction. All funds received by the Company must be the full price quoted in the Price List and net of any charges, before the Company will process the Service.

7.5 The Client has three months to send his samples back to the Company from the Order of Service. If the Client fails to send the samples within this time frame, the account will be closed. The Company will charge a reactivation fee to re-open the account and process any samples sent (refer to Appendix 3 for charges).

7.6 Once results are concluded, client's data are archived after a period of 6 months. Should the client wish to access the data after a 6 month period has elapsed, an administration fee will apply as per Appendix no 3.

### 8. TIME AND DELIVERY

Dates given by the Company for the completion of analysis and reporting of results are for guidance only and are not of the essence of the contract, and the Company shall not be liable to the Client for any loss or damage directly or indirectly caused by a delay. Third parties may delay delivery of products or services. The Company shall not be liable for any delay in the delivery of the Services and time shall not be of the essence.

### 9. OTHER MATTERS

9.1 Risk in and to any samples or specimens provided by the Client (or their chosen Sampler) shall remain with the Client. Any title in and to any test results or similar shall rest with the Company until all payments have been received by the Company from the Client.

9.2 The Company shall be entitled to destroy all other DNA samples (including extracted samples) received from the persons tested three months after reporting to the Nominated Person.

9.3 Ownership of copyright in all literature, documentation, and reports etc, prepared by the Company, remain the property of the Company.

### 10. JURISDICTION AND CONTACT DETAILS

The contract between the Company and the Client, as evidenced by these terms and conditions, is subject to the laws and courts of the USA and shall have exclusive jurisdiction in relation to any claim or dispute arising from the contract.

### APPENDIX

#### 1. Additional Kits – Local / International (minimum charge)

UK	GBP£ 20.00 / GBP£ 30.00
Europe	EUR€ 30.00 / EUR€ 45.00
USA	USD\$ 45.00 / USD\$ 60.00
Canada	CAD\$ 45.00 / CAD\$ 60.00
South Africa	ZAR 490.00 / ZAR 650.00
Other	USD\$ 45.00 / USD\$ 60.00 (subject to location)

#### 2. Resampling Contaminated Samples

UK	GBP£ 60.00
Europe	EUR€ 70.00
USA	USD\$ 100.00
Canada	CAD\$ 100.00
South Africa	ZAR 1200.00
Other	USD\$ 100.00 (subject to location)

\* Covers maximum of two persons for re-testing oral swabs. (For Non-Standard samples please consult our retail price list online)

\* Sample Kit NOT included

#### 3. Reactivation Fee / Archived Cases

UK	GBP£ 50.00
Europe	EUR€ 85.00
USA	USD\$ 85.00
Canada	CAD\$ 85.00
South Africa	ZAR 815.00
Other	USD\$ 85.00 (subject to location)

#### 4. Cancelling Order Before Shipment of Samples

UK	GBP£ 25.00
Europe	EUR€ 35.00
USA	USD\$ 50.00
Canada	CAD\$ 50.00
South Africa	ZAR 500.00
Other	USD\$ 50.00

#### 5. UK Residents – Human Tissue Act

It is an offence under section 45 of the Human Tissue Act to have any bodily material with intent to analyse the DNA in it without qualifying consent, subject to certain exceptions. This offence applies to the whole of the UK.

#### 6. Amendments/changes to information provided by client.

UK	GBP£ 20.00
Europe	EUR€ 30.00
USA	USD\$ 45.00
Canada	CAD\$ 45.00
South Africa	ZAR 490.00
Other	USD\$ 45.00 / USD\$ 60.00

**Reg. Office:** General Genetics Corporation, MSC3ARP Box 30001, Genesis Center – B, Las Cruces, NM 88003, USA.