

## Chapter 1 – General provisions

### Article 1 – Definitions

In these terms and conditions the following concepts, each indicated with a capital letter, have the following meaning:

**Applicant:** the natural person, legal person or the competent authority who order the execution of a legal DNA paternity test or a home test kit.

**Terms and conditions:** these terms and conditions

**Verilabs:** legal trade name of the Maastricht Forensic Institute BV, registered at the chamber of commerce in Maastricht under number: 14110754.

**Participant:** the natural person who provides a buccal swap for the purpose of the legal DNA paternity test or a home test kit as requested by the Applicant.

**Services:** the services provided by Verilabs as more thoroughly described in these terms and conditions and the order form that has to be signed by the Applicant.

**Legal DNA paternity test:** the DNA paternity test which results in the drafting of a legal written report.

**Home test kit:** de DNA paternity test at which the Applicant takes the sample him/her self with the help of the test package.

**Test package:** the package that will be send to the Applicant by Verilabs with which the Applicant and or Participant(s) can take the test sample(s)

**Website:** de website of Verilabs at [www.verilabs.nl](http://www.verilabs.nl) as well as [www.dnavaderschapstest.nl](http://www.dnavaderschapstest.nl)

### Article 2 – The emergence of an agreement

1) The agreement between the Applicant and Verilabs, regarding the Services that will be provided, is rendered at the moment that Verilabs accepts the request of the Applicant.

2) Verilabs is not required to engage in the agreement with the Applicant especially when:

- Verilabs ascertains that the Applicant is a minor, unless the Application for a legal DNA paternity test was filed by a minor who is being represented in the process by a special curator who has been appointed by the legal authority that is authorised to handle the case. This special curator is able to represent the minor in the agreement with Verilabs;
- Verilabs has reasons to believe that the Applicant will not live up to his/her responsibilities with respect to the Agreement with Verilabs.

3) Verilabs provides information on her Services on the website, via information brochures, through the privacy policy and via these terms and conditions. Verilabs believes that the Applicant has been provided with enough information to decide to undergo the test, provide a sample of a buccal swap, and interpret the results. In case this information is not sufficient, it is part of the responsibility of the Applicant to ask supplemental questions he/she deems necessary. Verilabs will try to answer these questions asked within reasonable limits.

### Article 3 – Prices and payment

1) The Applicant pays the rate for the Services that is indicated on the quotation that the Applicant has received. Payment is commenced in the way that is indicated on this quotation and within the set term.

2) All prices include sales tax and levies unless indicated otherwise. The prices mentioned on the website may be subject to change. For all Services the prices apply as stated at the time of receipt of the request.

3) Verilabs is only required to deliver the Services at the moment that the payment by the Applicant has been received. When Verilabs commenced the services prior to payment e.g. based on a verbal commitment by the Applicant, Verilabs will not be required to communicate the results until the full payment of the invoice has been received.

4) In the event of a non- (timely) payment, the Applicant will be in default without any further notice of default being required.

5) In the event of a late payment Verilabs has the right to:

- without any notice of default or notice being required, charge statutory interest on the full amount due from the date at which the payment should have been made until the date the amount due was received by Verilabs;
- issue the claim for collection after giving notice of default. The Applicant is in that case, in addition to payment of the principal sum and statutory interest, owed to the compensation of all extrajudicial and possibly judicial costs, explicitly in addition to any costs established in court.

6) The Applicant is deemed to be aware of the fact that DNA paternity tests are not reimbursed by health insurers.

### Article 4 – Liability Verilabs

1) The result of the test can have a considerable impact on the Applicant, the Participant(s) and on anyone else who gets to know the result of the test. Verilabs assumes that the Applicant is aware of this and that he adequately informs the Participants accordingly. Verilabs is not responsible

or liable for any damage or psychological discomfort as a consequence of the result.

2) The result of the DNA paternity test provided by Verilabs has limitations and a margin of insecurity, a more detailed description of these limitations can be found on the Website. Verilabs aims to minimize any uncertainty of the test results by applying the state of the art in terms of science and technology. Verilabs is however not liable for any damage incurred as a result of an incorrect result.

3) Any liability of Verilabs towards the Applicant is limited to the maximum amount the insurance company of Verilabs covers.

4) Verilabs is under no circumstance liable for:

- damage incurred as a result of incorrect sampling of the buccal swap by the applicant e.g. in the form of injury or physical discomfort;
- damage incurred as a result of the fact that the Applicant did not fulfil his obligations in the context of the agreement with Verilabs;
- damage incurred as a consequence of the result of the DNA paternity test for the Applicant, Participants or third parties;
- damage as a result of the refusal of one or more participants to undergo the test;
- damage resulting from the failure of the analysis as a result of severe malfunctioning of the laboratory equipment;
- damage as a result of delay in carrying out the test by whatever circumstance;
- damage as a result of the use of test samples obtained unlawfully by the Applicant or third parties.

### Article 5 – Permission

1) The Explicit written permission of the Participant(s) is required before acquiring a test sample and using it to perform a DNA paternity test. When using a home test kit, it is the sole responsibility of the Applicant to ensure that the Participants gave their informed consent for the test. Verilabs assumes that the test samples submitted by the Applicant in the context of a home test meet these conditions. With respect to a legal DNA paternity test Verilabs ensures the informed consent from the Participant(s) prior to commencing the test.

2) When a Participant is a minor the explicit permission of his legal representatives (the parents or guardian charged with custody or when applicable the special curator) is needed. If the minor is older than 16 years of age and found to be mentally competent.

3) When a test sample of a deceased person is used, the explicit permission of the immediate relatives has to be granted.

### Article 6 – The use of personal data and test samples

1) By agreeing with these terms and conditions you give explicit permission for the use of your personal data with respect to article 6 paragraph 1 of the General Data Protection Regulation (GDPR).

2) Verilabs uses personal data and the obtained test samples from the Applicant and the Participants exclusively for the provision of Services. No other analysis besides those necessary to determine kinship will be applied to the test sample.

3) The test samples of the Participant(s) are destroyed two months after reporting the test result to the Applicant, if the Applicant wishes extended storage of the samples, a request has to be made within 10 working days, the costs related to storage are at the expense of the Applicant. The informed consent forms provided by the Applicant will be stored for one year for evidence purposes.

4) The Applicant and or the Participants are allowed to request the destruction of the data and test samples related to them, unless it concerns a legal paternity test that has been requested by a competent judicial authority. Verilabs is not required to comply with such a request if a reasonable interest of Verilabs or one of the Participants opposes this, such as a possible liability claim by the Applicant.

5) If the applicant fails to pay the costs associated with the paternity test and does not indicate within three months after submitting the samples that the samples have to be retained, Verilabs is entitled to have the samples destroyed.

6) Verilabs and The Maastricht Forensic Institute use the information provided by the Applicant and Participant(s) solely for the provision of Services. Verilabs will not disclose personal data to third parties, unless this is in accordance with the purpose for which they have been processed and the Applicant/Participant has given formal consent or if Verilabs has an obligation to communicate the results. Such an obligation exists inter alia if it arises from a legal obligation, this includes the appointment of a competent authority or if non-provision would be unlawful towards third parties.

This description of data collection and handling is a summary, for a detailed description we refer the reader to the privacy policy on our Website.

## Article 7 – Changes Terms and Conditions

Verilabs is permitted to change the terms and conditions whenever this is deemed necessary. Only the version at the time of the conclusion of the agreement with Applicant is applicable to that agreement.

## Chapter 2 – Legal DNA-paternity tests

The provisions mentioned in this chapter apply in addition to the general provisions in Chapter 1 when performing legal DNA-paternity tests. In case and in so far as there is a conflict between any provision in chapter 1 and in chapter 2, the provision in chapter 2 shall prevail.

### Article 8 – Application

- 1) A legal DNA-paternity test can be requested by telephone, written by e-mail or via the online order form on our website.
- 2) The required test samples are taken at the Verilabs site in Gouda, the Participants are able to request an appointment by telephone. Visiting costs will be charged for each separate appointment. If desired and permitted the test samples can be withdrawn at a different location. A special rate applies to this.
- 3) Verilabs is entitled to charge the cost associated with an appointment in accordance with the rates published on the website if:
  - a participant cancels an appointment less than 24 hours in advance;
  - if a participant does not appear at the agreed time of the appointment;
  - if a participant is not able to identify him/herself.

### Article 9 – Services

Services to be provided by Verilabs in the context of a legal DNA-paternity test include the following:

- identification of the Participants based on a valid identity card;
- taking a photograph of the Participants to prove that they donated their DNA material;
- taking a buccal sample of the Participant(s) at the location of Verilabs by a qualified employee, possibly in the presence of a witness;
- carrying out or having the test carried out by another ISO 17025 accredited laboratory conform the ISFG;
- writing and sending a legally valid written report.

### Article 10 – The result

- 1) The result of the test will be communicated to the Applicant, within twenty working days after the last sample has been collected, unless Verilabs did not receive the payment of the invoice yet or if other agreements have been made regarding the communication of the result of the test.
- 2) Verilabs will send the written report with the results of the test to the Applicant within twenty working days after taking the sample, provided special circumstances. If the legal DNA-paternity test has been carried out as a result of a court order the written report will be send to the relevant legal institution. This legal institution will inform the Participants of the study about the result.

## Chapter 3 – Home test kits

The provisions mentioned in this chapter apply in addition to the general provisions in Chapter 1 when performing legal DNA-paternity tests. In case and in so far as there is a conflict between any provision in chapter 1 and/or chapter 2, the provision in chapter 3 shall prevail.

### Article 11 – The Application

- 1) A home test kit can be requested by regular post, e-mail or via an online order form from the website.
- 2) Verilabs will send the home test kit to the Applicant as soon as possible after receiving the request.

### Article 12 – The Services

- 1) The services to be provided by Verilabs in the context of a home test include the following:
  - shipment of the home test kit by Verilabs to the Applicant for the purpose of collecting the buccal sample(s) of the participant(s);
  - having the DNA-paternity test carried out by an ISO 17025 certified laboratory using the returned buccal swap;
  - written communication of the results.
- 2) Ordering the paternity test kit does not oblige the Applicant to send in the buccal swap. If Verilabs does not receive a returned test kit within four weeks from the applicant, the application is considered to be cancelled, unless the Applicant indicated the need for a longer term for the collection of the buccal swaps.
- 3) At a cancellation of the Application, Verilabs is entitled to charge the costs of the test kit including the shipment and handling costs to the

applicant. In case an Applicant requests a second test kit in addition to the first Verilabs is entitled to charge extra costs for this shipment.

### Article 13 - Use of the test kit

- 1) The test package contains instructions for taking, possibly drying and sending the test samples. It is the responsibility of the Applicant to follow these instructions correctly.
- 2) If, after receipt of the buccal swaps, Verilabs finds that they have not been taken/treated in accordance with the instructions, they will, after consultation with the Applicant, send a new test package. Verilabs is entitled to charge additional costs to the Applicant. These costs are equal to the participation of an additional test person in accordance with the rates stated on the website.
- 3) The Applicant is obliged to inform Verilabs if the return envelope contains other items than the buccal swaps. The Applicant is liable for all damage or injury and illness any employee of Verilabs might incur as a result of the corresponding envelope.
- 4) The Applicant bears all the costs and possible risks concerned with the shipment of the buccal swap(s). If the Applicant wishes security with regard to the receipt of the shipment by Verilabs, the samples will have to be send by registered mail.

### Article 14 – The result

- 1) The written results of the test will be sent to the Applicant, within 20 working days after the last sample has been collected, unless Verilabs did not receive the payment of the invoice yet or if other agreements have been made regarding the communication of the result of the test.