

Chapter 1 – General clauses

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 kinship 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 located at Noothoven van Goorstraat 11D, 2806 RA Gouda.

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

Services: the services provided by Verilabs as in detail described in these terms and conditions and on the order form and/or the invoice/quotation that has to be signed by the **Applicant**.

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

Home test kit: a DNA kinship test for which the **Applicant** and/or the **participant** takes the sample him- or herself or has it taken using the material in the **test package**.

Test package: the package that is sent to the **Applicant** by Verilabs with which the **Applicant** and/or **Participants** can take the test material.

Website: de website of Verilabs www.verilabs.nl as well as 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 (under eighteen years of age), unless the **Application** for a **legal DNA kinship 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 swabs, 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 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/invoice that the **Applicant** has received. Payment is commenced in the way that Verilabs indicated on this quotation/invoice and within the term set. Payment can also be done via the website.

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 result until the full payment of the quotation/invoice has been received.

4. Payment of the **service** indicates that the **Applicant** gives his/her approval for the execution of the test as stated on the accompanying quotation / invoice.

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

6. 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.

7. The **Applicant** is deemed to be aware of the fact that DNA kinship tests are usually not reimbursed by health insurance.

Article 4 – Liability Verilabs

1. The result of a DNA-kinship test can have a considerable impact on the **Applicant**, the **Participants** 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/she 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 kinship test provided by Verilabs has limitations and a margin of insecurity. 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 swab 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 kinship 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 **Participants** is required before acquiring a test sample and using it to perform a DNA kinship 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 kinship test** Verilabs ensures the informed consent of the **Participants** prior to commencing the test. **Participants** older than twelve years can be informed about the purpose of the test for which they donate their DNA material

2. When a **Participant** is a minor the explicit permission of his legal representatives (a parent or guardian charged with custody or when applicable the special curator) is needed. Or the permission of the minor him- or herself if older than sixteen 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** the **Applicant/Participant** gives explicit permission for the use of 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 of the **Applicant** and the **Participants** exclusively for the provision of **Services** stated on the order form/invoice/factuur. No other analysis besides those necessary to determine kinship will be applied to the test sample if no other permission is given.

3. The test samples of the **Participants** are destroyed after 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 and other information provided by the **Applicant** will be stored for one year for home tests and five years for legal tests for evidence purposes.

4. The **Applicant** and or the **Participants** can request the earlier destruction of the data and test samples related to them, unless it concerns a **legal kinship 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 DNA kinship 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/Participants 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.

7. Verilabs has a complaint procedure. A complaint can be submitted in writing via the correspondence address, by telephone or by email to info@verilabs.nl.

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-kinship tests

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

Article 8 – Application

1. A legal DNA-kinship 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 a Verilabs location. Participants can make an appointment by telephone. Visiting costs will be charged for each separate appointment. If desired and permitted the test samples can be taken at a different location at a special rate.

3. Verilabs is entitled to charge the costs 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; a participant does not appear at the agreed time of the appointment or 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-kinship test include:

- identification of the Participants based on a valid identification document;
- taking a photograph of the Participants to prove that they donated their DNA material;
- taking a buccal sample of the Participants at the Verilabs location by a qualified employee, possibly in the presence of a witness;
- carrying out the test 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 fifteen 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 result of the test to the Applicant within fifteen working days after taking the sample, except in special circumstances. If the legal DNA-kinship test has been carried out as a result of a court order the written report will exclusively be sent to the relevant legal institution. This legal institution will inform the Participants of the test about the result.

3. All Participants of the kinship test are entitled to the result. If they do not receive a written result, they will be given the opportunity to be informed by telephone by Verilabs.

4. In the case of a DNA kinship test that is requested by a private Applicant, one report is sent to the (principal) payer of the test. No copy will be provided to other Participants, unless all Participants and Applicant have agreed and have indicated this to Verilabs prior to the test. For extra copies costs are charged as indicated in the price list. All Participants are entitled to an original report though. Also against payment. If there is no principal payer, Verilabs will charge an additional original report per additional party and the parties will pay a proportionate share of the costs of the test.

Chapter 3 – Home test kits

The clauses mentioned in this chapter apply in addition to the general clauses in Chapter 1 when performing home DNA-kinship tests. In case and in so far as there is a conflict between any clause 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 telephone, written, 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 payment of the order.

Article 12 – Services

1. The services to be provided by Verilabs in the context of a home test include:

- shipment of the home test kit by Verilabs to the Applicant for the purpose of collecting the buccal samples of the Participants;
- taking out the test or having the test carried out by an ISO 17025 certified laboratory using the returned buccal swab;
- written communication of the results.

2. Ordering the home test kit does not oblige the Applicant to return the buccal swabs. If Verilabs does not receive the samples taken from the Applicant within three months and/or the test is not fully paid, the application is considered to be cancelled, unless the Applicant indicated the need for a longer term for the collection of the buccal swabs or the payment. Verilabs is entitled to charge extra costs to the Applicant for the longer storage of test samples.

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 the Applicant requests a second test kit Verilabs is entitled to charge extra costs.

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 swabs, Verilabs finds that they have not been taken/treated in accordance with the instructions, Verilabs 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 swabs. The Applicant is liable for all damage or injuries and illness any employee of Verilabs might incur as a result of handling the corresponding envelope.

4. Applicant bears all costs and possible risks concerning the shipment of the buccal swabs. If the Applicant wishes security with regard to the receipt of the shipment by Verilabs, Applicant will have to send the samples by registered mail for own costs.

Article 14 – The result

1. The written result of the test will be sent to the Applicant, within the agreed delivery time, 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. The delivery time is calculated from the moment the test sample has been received at the lab and the payment has been made in full.

The Maastricht Forensic Institute / Verilabs
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