

General Terms and Conditions

General

These Terms and Conditions (GTC) of TherapySelect Dr. Frank Kischkel, Carl-Bosch-Straße 4, 69115 Heidelberg, Germany (hereinafter TherapySelect) come into effect on June 1st, 2017. For the business relations between the TherapySelect and its customers these GTC and the GTC of our partner Guardant Health, which can be reviewed on their website, apply exclusively. German law applies.

Conclusion of the contract

The conclusion of the contract including these terms and conditions between the customer and TherapySelect are effective with the transmission of the signed Laboratory Service Requisition Form and the Patient Consent and Patient Order Form, and with the arrival of the blood sample. The assignment is established between the customer and TherapySelect only in case TherapySelect confirms in writing the acceptance of the assignment.

Performance and liability

The performance depends on the requested product, which is described on the website. TherapySelect performs a molecular-diagnostic examination of the tumor according to current product descriptions and helps the treating physician to interpret the gained information relating to the therapy options. Contractual services are fulfilled by communicating the laboratory test results. Force majeure, which makes a conforming diagnostic testing impossible, releases TherapySelect from liability. If Guardant360 is ordered but it is not possible to perform due to insufficient specimen, TherapySelect will contact the physician to discuss how to proceed. TherapySelect summarizes the result in a written report and hands it over to the customer. In case the test cannot be performed for whatever reason, TherapySelect will send back the remaining sample, and TherapySelect may charge up to EUR 400, for the work already carried out. The remaining fee after any deduction if any at all, will be returned to the customer, if charged in advance.

Excluded from liability are damages during or resulting from sampling and / or carrying out a test-guided regimen and / or of drugs used by TherapySelect. The results of testing are only recommendations for the treating physician, who decides on the treatment regimen taking into account the patient's individual history.

TherapySelect assumes no liability for damages resulting from incomplete, illegible or incorrect information on the required forms, including customs and import documents (if it applies).

Force majeure, which makes diagnostic testing according to contract impossible, releases TherapySelect from its obligations. Compensation claims in this case are limited on the contract sum (total price), minus the inputs provided so far for testing.

The same applies in case the delivery is impossible, if our suppliers and / or another contracting party are to blame.

The responsibility and liability for any shipped goods is transferred to the carrier after handing over the patient's specimen.

Contractual services are considered to be fulfilled by communicating the laboratory test results.

Terms of payment, due date, delay of payment

The client (hereinafter customer) bears the costs for the services of TherapySelect. The prices for the services offered are in the supplied information or in the current price list on the website. Direct negotiation between the customer and TherapySelect about the pricing needs to be done in writing. The customer can pay the price for the service provided in accordance with the order by bank transfer, credit card or direct debit (the latter if possible for the country). Should the customer be in delay of payment, TherapySelect is entitled to charge default interest at a rate of 5% above the base rate announced by the European Central Bank. If a greater damage evidently resulted for TherapySelect through delay of payment, TherapySelect is entitled to claim it.

TherapySelect assumes all delivery costs incurred by transport companies appointed by TherapySelect if not otherwise stated.

Privacy Policy

All data will be treated and stored in accordance with the provisions of the Federal Data Protection Act. Medical confidentiality also applies to employees of TherapySelect. By transferring the patient's specimen to TherapySelect the patient releases TherapySelect from the relevant data protection regulations regarding the use of specimen and the subsequent transmission of the test result to the treating physicians as well.

Jurisdiction

The place of jurisdiction is Heidelberg.

Severability clause

Should individual terms of this agreement be entirely or partly ineffective or lose their legal effectiveness due to later circumstances, the validity of the other provisions is not affected. The invalid provision shall be replaced by an appropriate provision which comes as close as possible to what the parties to the agreement would have wanted, had they known about the invalid provision.

Heidelberg, June 2017