

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 July 1st, 2017. For the business relations between the TherapySelect and its customers this GTC and the GTC of our partner Paradigm Diagnostics Inc. (hereinafter Paradigm), 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 sample at TherapySelect or the sample request by TherapySelect.

Performance and liability

The performance depends on the requested product, which are described on the websites of TherapSelct and Paradigm. 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 performed by communicating the laboratory test results. Force majeure, which makes a conforming diagnostic testing impossible, releases TherapySelect from liability. If PCDx™ (Paradigm Cancer Diagnostic) is ordered but it is not possible to perform due to insufficient specimen, the process will further be perform according to the prioritization on the Laboratory Service Requisition Form or TherapySelect will contact the physician to discuss how to proceed (e.g. performing Next-Generation Sequencing Analysis (NGS Only) for its listed price). TherapySelect summarizes the result in a written report and hands it over to the customer. The report shall contain a non exclusive list of targeted therapy options, either in clinical use or under clinical trial having positive or negative association with the found mutations, their geographical location. In case the test cannot be performed for whatever reason, TherapySelect will send back the remaining sample, and TherapySelect may charge up to EUR 500, 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 and involved partners 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. The laboratory and prinical place of business is in the USA. The data protection law might be different from the law in the patient's home country. Paradigm has taken security measures to secure the personal data for unauthorized access or the accidental disclosure. The data are exclusively used and saved for conducting the ordered service.

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, July 2017