



## General terms and conditions

Laboratory services are provided in accordance with the following terms and conditions, unless otherwise specified in writing. These terms and conditions are considered to be accepted upon order placement by the customer. Other general terms and conditions, i.e. from the customer, shall not apply, unless they have been expressly agreed upon in writing by the laboratory. Once accepted, our terms and conditions also apply without further written agreement to all future business operations.

**Order placement:** An order is placed upon shipment of the sample to the laboratory. Samples should be sent to us together with the corresponding order form or referral slip. Order forms are available on the internet under [www.labor-stoecker.de/](http://www.labor-stoecker.de/). The order form or referral slip must contain all information required for the clear identification of the patient, the customer, the invoice recipient and the analyses to be performed. If the amount of sample is limited, please indicate the priority of the tests. Orders which are not placed in the correct form or which are incomplete and unclear shall only be binding for the laboratory upon our order confirmation or notification of test results.

**Accreditation status:** Not all offered or performed analyses are subject to accreditation. The analysis methods covered by the (partly flexible) accreditation are listed at [www.labor-stoecker.de](http://www.labor-stoecker.de). Not accredited analyses are labelled accordingly in the specification lists and in the result reports.

**Advisory service:** The laboratory provides the customer with advice on all technical, medical and scientific aspects for effective use of the laboratory services. This includes the choice of suitable analyses and methods, clinical indications, preanalytical and logistic issues, performance characteristics and limitations of the analysis procedures and interpretation of results. The laboratory also supports customers as far as possible in the evaluation of individual clinical cases. Professional advice is given to the best of the laboratory's knowledge. The laboratory cannot be held liable for incorrect advice due to insufficient or erroneous information from the customer.

**Sample collection:** Sample collection is the responsibility of the customer. The customer shall observe the instructions for sample collection and handling. The type of sample material required for each test can be found in the specifications list. Non-standard sample material may be analysed in special cases after prior agreement with the laboratory.

**Provision of service:** Service is generally provided within the time period stated in the specifications list (upon receipt of sample). Notification of test results is made by fax to the fax number given on the order form, unless otherwise agreed. Confidentiality shall be the responsibility of the recipient of the test result notification.

If timely service cannot be provided due to unforeseeable circumstances (e.g. business disruption, delay in reagent delivery, shipment problems or strike), the obligation of provision of service shall cease and the customer shall be informed by the laboratory. The laboratory reserves the right to provide partial results.

**Guarantee and liability:** The customer is obligated to verify within one working day of receipt of the test result if the order has been fulfilled in accordance with his specifications and the terms and conditions. Complaints shall be made to the laboratory in writing and without delay. This does not release the customer from the obligation to pay. In case of well-founded and timely complaints the laboratory is obligated to either remedy the deficiency or recall the service, as it chooses. If, despite renewed service, the laboratory fails to remedy the deficiency, the customer is entitled to withdraw his order. Further claims for indemnity by the customer are excluded, unless the laboratory intentionally fails to perform or grossly negligently violates its contractual or legal obligations. The laboratory shall not be liable for any consequential damage.

**Invoicing:** The laboratory settles bills directly with the respective health insurance company or the patient, depending on the performed tests. The customer is liable to pay if the service cannot be billed directly or if the customer has given incorrect billing information.

**Payment terms:** Customers from Germany are obligated to provide payment not later than 14 days (private patients: 30 days) after receipt of invoice. All other customers shall pay within 30 days. Discounts are not given unless agreed otherwise in writing. Payment by bank transfer or cheque shall be considered to be made when the invoiced amount has been credited to the laboratory account. In case of delayed payment the laboratory reserves the right to charge interest on debt in the amount of 10% p.a. from the due date without further notice. The laboratory is entitled to set a different payment deadline or to ask for preliminary payment in exceptional cases. Liabilities from orders which are due to the laboratory cannot be set off against counterclaims by the customer.

**Confidentiality/data protection:** Customer and patient data are handled confidentially by the laboratory and are not passed to third parties without prior consent. However, within the scope of inspections, for example, by accreditation organisations or other regulatory agencies, it cannot be avoided that such data be made available to the inspectors. The inspectors themselves are, however, also bound to confidentiality. The sending doctor or hospital is responsible for the information to be provided where personal data are collected as well as for the compliance with data protection regulations (Art. 13 (1) and Art. 6 (1) GDPR). The transmitted data are required for result reporting and/or accounting.

**Applicable law, place of jurisdiction, severability:** The law of the Federal Republic of Germany shall govern the contractual relationship. The provisions of the United Nations Convention on Contracts for the International Sale of Goods does not apply. Place of performance and jurisdiction for any litigation arising from this contract shall be Lübeck, Germany, unless otherwise agreed in writing. In the event that a provision of these terms and conditions shall be held to be invalid, the validity of the remaining part of the contract with the customer shall not in any way be affected or impaired. The invalid provision shall be replaced by a new provision coming as close as possible to the sense and purpose of the invalid provision.