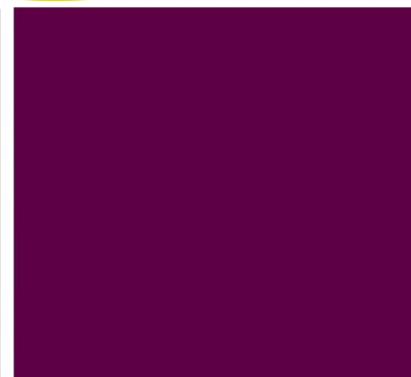




Sample kit for the analysis of the Histamine N-methyltransferase (HNMT) gene

This package contains everything you need to take a sample and send it for testing.



Shipping Instructions

1. The plastic pillow packaging is your return envelope
2. Place the completed forms and the sample in the package
3. Make sure that the content is not visible from the outside
4. Seal the package with the sticker provided
5. Send the package back to our lab (the return address is printed on the package)

Application Form

Dear Customer,

This form is to apply for a genetic test offered by DNA Plus. Please follow the steps in this form so that we can start the analysis for you as soon as possible.

1. General Genetic Briefing Before Starting

What are genes?

Every human is made up of trillions of small cells, and in each cell there are about 30,000 different genes that control the various characteristics and mechanisms of our body. There are, for example, genes that determine the color of our eyes, genes that determine how tall we will be, or even genes that are responsible for the digestion of certain foods. All genes combine to form the basic blueprint of our own individual body.

How do genes influence our health?

Unfortunately, our genes are not perfect and each of us has certain genetic defects that can negatively affect our health. These genetic defects can weaken our immune system, increase our risk of heart attack, or give us poor eyesight. Of course, each of us carries a different genetic blueprint. This means, for example, that some people are at a higher risk of having a heart attack and others are lactose intolerance.

Things to know:

Please keep in mind that being informed of a personal risk for developing a disease can become a psychological burden for you. Therefore, we strive to work together with you and your physician to put together a program of action that will help you to effectively avoid developing a disease or intolerance, or to treat these properly right from the start. However, if you feel you may benefit from psychological support after receiving the results of your analysis, you can go to our website and receive professional counseling from one of our qualified psychologists. Of course, the entire genetic analysis will only take place with your full consent. It is also possible to withdraw your consent at any time and to have all the results and samples destroyed. If necessary, you can also specify that you only want to be informed of a certain result. Just tell us what you want and don't want, and we will follow your instructions to the letter.

2. Personal Details

Please answer the following questions for the ordered analysis:

First name: _____ Last name: _____

Gender: Male Female Weight (kg): _____

Date of birth: _____ Height (cm): _____

Address: _____

Postcode / City: _____

E-mail: _____

Ethnic background: African Arabic Asian European Hispanic

3. Research Questions for the HNMT Genetic Test

a) Do you currently suffer from, or have you suffered from symptoms that may occur as a result of histamine intolerance?

(Check all that are applicable with an 'x') Frequently/Sometimes/Rarely/Never

Swelling of the nasal mucous membranes.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Runny nose or nasal congestion.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Sneezing.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Phlegm, clearing throat or coated vocal chords.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Tickling in throat.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Asthma, breathing difficulties.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Diarrhea.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Constipation.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Abdominal pain.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Bloating.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Acid reflux.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Itching.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Eczema.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Redness of skin.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Blushing, flushed face.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Hot flushes.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Sweating.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Nightly sweating.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Sweaty hands or sweaty feet.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Abnormal temperature sensation.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Rapid heartbeat.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Palpitations, heart arrhythmias.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Heart palpitations.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Low blood pressure.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
High blood pressure.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Sudden drop in blood pressure.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Dizziness.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Headaches.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Migraines.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Feeling of pressure in your head.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Feeling of inflammation in your head.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Sore throat.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Menstrual cramps.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Edema (water retention).....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Insomnia.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Fatigue.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Feeling of fatigue or burnout.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Difficulty concentrating or memory problems.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Agitation, nervousness, tingling.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Muscle twitching.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Tense or trembling jaw muscles.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Nightly cramps in your calf/calves.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Listlessness.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Unexplained sadness.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Depressed moods.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Severe depression.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Seasickness or motion sickness.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Nausea, vomiting.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Cold sores.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Sores in your mouth.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never
Blisters/inflamed sores on the hands or arms.....	<input type="checkbox"/> Frequently	<input type="checkbox"/> Sometimes	<input type="checkbox"/> Rarely	<input type="checkbox"/> Never

b) Course of time: Do your symptoms primarily appear acutely, or are they more chronic?

- Acute: rapid violent attacks shortly after a meal, which disappear after a few hours.
E.g. rapid heartbeat, hypotension, dizziness, panic attacks.
- Chronic: Symptoms occur more evenly spread out. They reach their maximum intensity a few hours after an incompatible meal and do not subside until the next day, a few days later or may even become permanent.
E.g. nervous disorders (difficulty concentrating, depression, susceptibility to stress), chronic coughing, susceptibility to inflammation, susceptibility to infections, "sun allergy".
- Both acute and chronic.
- Somewhere in-between.
- I don't know.

c) Have you ever observed an improvement in symptoms while adhering to a diet that eliminates histamine?

- Yes No I don't know I have never tried it.

d) Have you ever observed a worsening of symptoms while adhering to a histamine-rich diet?

- Yes No I don't know I have never tried it.

e) Do you react sensitively to histamine liberators?

- Yes, to most liberators (e.g. walnuts, citrus fruit, egg white, mustard, certain dyes, preservatives, locust bean gum (E410) or other additives etc.)
- No, mainly histamine (e.g. fish, cheese, sausage products, dried meat, vinegar, sauerkraut)
- I do not see a clear association to individual foods.
- I have never tried it.
- I don't know.

f) Would you describe yourself as being sensitive to the weather?

(e.g. symptoms intensify as bad weather approaches, such as pain, flu symptoms, muscular rheumatism, back pain, fatigue, poor concentration, etc. When the weather is nice, do you suffer from severe fatigue in the afternoon?)

- Frequently, during these weather conditions: _____
- Sometimes, during these weather conditions: _____
- No.
- I don't know.

g) Can you wear a woolen sweater if it comes in to direct contact with your skin?

- Yes. No (uncomfortable, itching). Sometimes. I don't know.

h) Chemical sensitivity: Do you react to the following stimuli with allergic symptoms (e.g. runny nose, watery eyes), malaise or an overly intense aversion?

Cigarette smoke, air pollutants, perfumes, solvent vapors (paint, varnish etc.), evaporations from new furniture, cars or construction materials.

- Mostly yes. Sometimes yes. No. I don't know.

i) Have you been diagnosed with endometriosis by your doctor?

- Yes.
- Has not been clarified, but there are signs of it.
- Not sure.
- No, it is unlikely or impossible.
- I don't know.

j) During a viral infection (e.g. flu, cold) do you feel the histamine symptoms as being...

- Stronger. Weaker. The same. I don't know.

k) Which real, antibody-mediated allergies do you have / have you had? (without pseudoallergies/intolerance)

- I don't have any allergies.
- Following proven medical allergy tests:
- Self-observed the following or suspected:
- I don't know.

4. Explanatory Notes Relating to the Informed Consent Release Form

Function of HNMT in the Human Body

Histamine N-methyltransferase (HNMT) is an enzyme that is able to break down histamine inside somatic cells. Histamine is an endogenous messenger. On the one hand, it is produced, stored and released through certain stimuli by the body itself, but on the other hand unwanted amounts from food can also enter the body while it is passing through the digestive tract. Histamine controls many processes in the body and too much histamine can lead to deregulation. As a consequence, it is important that histamine is reduced quickly and effectively. Inside the cells this reduction is primarily the responsibility of HNMT, whereas outside the cells, for example in the intestine, another enzyme is responsible for the breakdown: diamine oxidase (DAO).

Gene Variations (polymorphisms, "genetic defects")

The HNMT gene found in the human genome comes in different variations. Some of these variations are known to break down histamine slowly, while other variants have no effect on the rate of reduction or are not completely understood. People who have inherited a low-functioning genetic variation from one or both parents, or who have even developed a (very rare) new mutation, may reduce histamine more slowly than the majority of the population. You constantly have a higher level of histamine than a "healthy" counterpart would and certain external influences and behaviors can even increase these already raised histamine levels.

Possible Health Effects

Initial evidence suggests that certain variations of the HNMT gene, when combined with external factors (diet, stress, etc.), favor histamine-mediated symptoms. A variety of symptoms, which are typical for histamine poisoning, can appear more frequently, even though none of these symptoms are seen in all carriers with a low-functioning genetic variation. Hypothetically, it is predicted that symptoms similar to those seen in classic cases of histamine intolerance can be caused by a lack of DAO activity, but these will have a more consistent and chronic course of symptoms.

Reason for an Analysis

The goal of a genetic analysis is to examine the HNMT gene for polymorphisms that may have an impact on the risk for histamine intolerance. Initial studies have shown an association of this gene with the intolerance of histamine. The purpose of this study is to further investigate this association and provide you, as a patient, with more information about your genetic condition. If confirmed, it is important to determine the cause of the disturbance in the metabolism of histamine in order to administer precise therapy in individual cases. Investigating the HNMT gene is ideal as one of the many ways to complement other diagnostic methods.

The Next Steps

After submitting your signed consent form and saliva sample, your genome will be extracted from the buccal cells and purified. The identity of your saliva sample is encrypted and your DNA is given a number code. This is done to provide optimal security and protect your data. The corresponding genes are then examined for defects that increase your risk of disease. Finally, our experts will evaluate the results of the analysis and compile a report of their findings.

Risks and New Value

In rare cases it is possible that technical reasons may prevent the correct identification of genetic defects, or that your genetic defects will exist in areas this test cannot identify, or even in genes which may have an impact on your health, but that are, as yet, unidentifiable. This genetic analysis is, by today's scientific standards, one of the most reliable and accurate genetic tests currently available.

Informed Consent Release Form

With your signature you confirm that you have been adequately informed about the nature, scope, significance and possible consequences of the planned genetic testing and have had the opportunity to get answers to any questions. For the analysis, your sample will be provided with an encrypted code number. Your name and the analysis results will be kept separate and saved where there will be strict control of access. This will best ensure that your data will be safe. Your consent may be revoked at any time and you have the right to change your mind at any time and have us destroy your results. The termination of the contract is possible up to 7 days after receipt of the sample.

I have read, understood and taken note of the preceding text and general terms and conditions. I acknowledge that I was informed of the significance and possible consequences of a genetic test to my satisfaction and that I consent to having the genetic test performed on the:

- **HNMT gene**

I also agree that the counseling provided by Novogenia GmbH take place solely through modern communication media and that my results will be prepared under accepted rules of data protection and delivered by mail. I also agree to my genetic material being sent anonymously to an external laboratory for control analysis. The security of my data is not violated by this.

I consent to having the results of my analysis and answers regarding my health used anonymously for research purposes. The integrity of my data will not be violated by this.

Since this is a scientific and not a medical genetic analysis, thus the reservation for physicians does not apply.

Full Address including Zip/Postal Code and Date

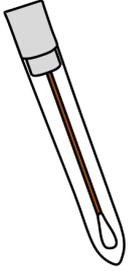
Name Printed in Block Lettering

Signature

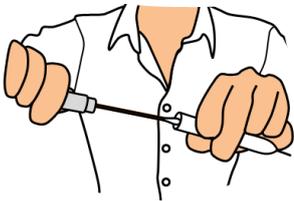
5. Instructions for Taking the Saliva Sample

Please do not eat or drink anything for a period of 30 minutes before taking the sample!

Do not rinse your mouth or brush your teeth beforehand!



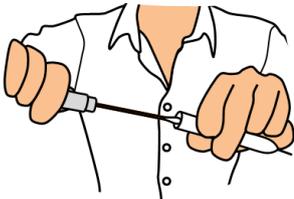
1) Your saliva sample kit contains several swabs.



2) Remove the swab from its container and in the process only touch the plastic fastening.



3) Scrape the inside of your cheeks, over your gums and under your tongue with the swab for **30 seconds**.



4) Insert the swab back in its container.
Please write your **name and date of birth** on the swab.



5) Repeat this process **with each of the enclosed swabs**.

6. Completion and Return of Sample

- a. The plastic pillow packaging serves as a return envelope.
- b. Place the completed forms and the sample in the package.
- c. Make sure that the content is not visible from the outside.
- d. Seal the package with the provided sticker.
- e. Send the package back to our lab (the address is printed on the package).

7. Time Needed to Execute the Analysis and Price

A genetic analysis is a very technically complex process, which can become even more difficult due to the differences in quality between the samples. Therefore, the execution time (measured from the time the sample arrives to the sending of the report) can be:

4 Weeks

The worldwide average time of execution for a genetic analysis is approximately 6 – 12 weeks and we ask for your understanding for the maximum time of four weeks.

Price: € 190.00 net

8. Comments about Our Service or Instructions

If necessary, please explain:

9. Contact Information

Novogenia GmbH

Strass 19

5301 Eugendorf

Austria

office@novogenia.com

+4366242509911

General terms of business (terms and conditions) for performing and referring genetic analyses (2.7.2013) 1. General: The service portfolio consists of **LIFESTYLE genetic analyses** (no significance about diseases), **MEDICAL genetic analyses** (significance about diseases and their risks) as well as **REFERRED genetic analyses** (medical analyses which are sent to another laboratory) which are legally differently treated and are carried out by different companies. | The term "LABORATORY" in this context denotes / means the responsible enterprise / company for the corresponding genetic analysis and can describe different companies depending on the type of analysis. | These general terms of business ("terms and conditions") are valid for all current and also for future services of the contracting partner / party. Deviating, conflicting or complementary / additional general terms of business (terms and conditions) do not become part of the contract even if acknowledged unless their validity is expressly agreed in writing. | The consumers within the sense / meaning of these terms of business (terms and conditions) are natural persons with whom a business relationship is entered into without a commercial or independent professional activity which can be attributed to them. | Entrepreneurs / employers in the sense / meaning of these terms of business (terms and conditions) are natural or legal persons or legally capable private societies (unincorporated companies) with whom a business relationship is entered into and the exercise of their commercial or independent professional activity is negotiated. | Customers in the sense / meaning of these terms of business (terms and conditions) are both consumers and entrepreneurs / employers. | With the terms contained in these general terms of business (terms and conditions), persons or person denotes either sex. **2. Contract partner for MEDICAL genetic analyses and information for customers, who are consumers:** | Orders of Medical genetic analyses automatically lead to a contractual relationship with the company DNA Plus - Centre for human genetics UG (Limited). | Company of the entrepreneur: DNA Plus - Centre for human genetics UG (Limited), www.DNAplus.de | Exercised business: Marketing of genetic tests for health care | Registered under: HRB 19437 at the Commercial Court in Traunstein | Contact details / information of the entrepreneur: office@DNAplus.de, Gewerbegasse 6, p.o. box 1128, 83395 Freilassing, Germany. **3. Essential / Main features of the service: MEDICAL genetic analyses** | Referral of genetic analyses with the help of the provided cells which serve either for diagnosis or risk assessment / evaluation of diseases and food intolerances, or the effectiveness of therapies. Also preventive genetic analyses fall under the category of medical genetic analyses. | Genetic risk assessments / evaluations are accompanied, if necessary, by medical recommendations and preventative measures. | Genetic analyses which are intended to identify the genetic disease risk with the purpose of measuring the personalized micro-nutrients (vitamins and minerals), and also to communicate the resulting disease risks, are considered to be medical genetic analyses. **4. Contract partner for LIFESTYLE genetic analysis and information for customers, who are consumers:** | An order of LIFESTYLE genetic analyses automatically leads to a contractual relationship with the company Novogenia GmbH (private limited). | Company of the entrepreneur: Novogenia GmbH (private limited), www.novogenia.com | Exercised business: Marketing of genetic tests for health care, chemical laboratory, trade | Registered under: FN 323177k at the Commercial Court of Salzburg | VAT Identification Number (UID number): ATU 64713304 | Contact details / information of the entrepreneur: office@novogenia.com, Strass 19, 5301 Eggenhofen, Austria. **5. Essential / Main features of the service: LIFESTYLE genetic analysis** | Performing and/or referral of genetic testing services with the help of the provided cells which serve neither the diagnosis or the risk assessment / evaluation of diseases and/or food intolerances, nor the determination of effectiveness of therapies. Besides, these do not relate to the means, procedures, treatments, or objects which serve for the detection / recognition, elimination / removal or alleviation / relief of disease, ailment, physical human injury or morbid / pathological symptoms / discomfort in humans. | Only genetic tendencies are identified, so no statements are made which relate to existing diseases, ailments, physical human injury or morbid / pathological symptoms / discomfort. | Lifestyle genetic analyses determine / establish exclusive genetic tendencies and characteristics that make no predictions about a disease or disease probability. Typical lifestyle genetic analyses are: A genetic analysis to determine the most effective weight loss program, a genetic analysis for the determination of (sporting / athletic) talent etc. | Genetic analyses which identify the genetic disease risk with the purpose of measuring the personalized micro-nutrients (vitamins and minerals) requirements, but which do not communicate the resulting disease risks, are considered as lifestyle genetic analyses. | According to Austrian law, newborn screening is not considered to be a genetic analysis and will lead to a contractual relationship with Novogenia GmbH (private limited). **6. Contract partner for REFERRED genetic analyses and information for customers, who are consumers:** | An Order of a **REFERRED genetic analysis** automatically leads to a contractual relationship with the company DNA PLUS - Centre for human genetics UG (Limited). | Company of the entrepreneur: DNA Plus - Centre for human genetics UG (Limited), www.DNAplus.de | Exercised business: Marketing of genetic tests for health care | Registered under: HRB 19437 at the Commercial Court in Traunstein | Contact details / information of the entrepreneur: office@DNAplus.de, Gewerbegasse 6, p.o. box 1128, 83395 Freilassing, Germany. **7. Essential / Main features of the service: REFERRED genetic analysis** | DNA Plus (in this paragraph: LABORATORY) acts as a network and distribution platform for more than 100 medical / clinical genetic laboratories, which together form a portfolio of more than 3,000 different genetic analyses. In doing so, the LABORATORY accepts the received samples and sends these to the appropriate analyzing laboratory which may be located in Europe, Asia, USA, Africa or South America. | The identity of the implementing / performing laboratory is not communicated to the customer but can be provided in the context of legal claims. | The aim / purpose of analysis is the determination of a genetic predisposition / diagnosis of a genetic disease. If no mutation is identified, that does not exclude the possibility or the presence of a mutation or an increased risk of disease through some other genetic variants that have not been identified/tested for. | The sender is responsible for the collection of the legally required signed form of consent of the patient. | The LABORATORY is authorized / entitled to request a new test if the quality or quantity of the presented sample is not sufficient or if the origin is uncertain. | The LABORATORY will initiate all necessary steps to ensure the timely delivery of any results and reports. However, it can not be held responsible for any delay due to the nature of referrals. | The results are kept confidential and are not passed on / disclosed to third parties. The Delivery of the results and if necessary the consultation / advice is the responsibility / duty of the sender. | The LABORATORY is not responsible for the integrity of arriving / incoming samples and takes the responsibility for the sample only from the time of the arrival. | The LABORATORY is not responsible for any psychological, legal, practical or physical consequences of the analysis. | Due to technical complexity, the laboratory and their supplying implementing / performing / operating laboratories reserve the right to operate at an error rate of 1%. **8. Completion / Conclusion of the contract** | Delivery and shipping costs for the provision of the service are €18.00, and will be added to the basic price. | With every order, the customer declares their obligatory contractual commitment. | The period of validity of the offer: The offer to the customer remains obligatory / binding for a period of 2 weeks from receipt of the offer. | The sender confirms that if the patient is not stated clearly and uniquely in the order form as contract partner and the patient / customer has not submitted all necessary declarations / explanations / statements in the designated / intended places in the order form, the sender / submitter becomes a contracting partner. This is also valid for the case that the sender acts / appears as invoice recipient. | The customer agrees that the execution of the service will start within 7 working days. | If the conclusion of the contract is completed with one of our distributors / distribution partners, any legal issues and legal claims at this time pass over to the LABORATORY. **9. The validity period of prices:** | The prices are valid for the respective concluded contract. | The offered prices are daily prices and are valid until revoked / withdrawn. Prices are subject to change. Legal sales tax (VAT) is not included in the price, unless it is visibly differently labeled / marked. | No extra costs arise for the customer when ordering by using the means of communication media. | The customer can make payment by bank transfer, credit card or Paypal. We reserve the right to exclude specific payment types. **10. Payment, late payment and Compensation Prohibition** | The invoicing of a genetic analysis can be carried out through any of the involved companies (Novogenia and DNA Plus), irrespective of the contractual partner for said analysis. | The invoice amount must be paid in full within 4 weeks of financial reporting in the currency laid down in the Bill. After this period / deadline, the customer is deemed as being late in making payment. | The customer must ensure, especially when paying from outside Germany or Austria, that the invoice amount is received by the LABORATORY in full and without any deductions. The customer bears responsibility for all expenses, especially for international transfers / cross-border transfers. | The customer will become liable for interest penalties during the period of delay. | Should the LABORATORY need to instruct a debt collection agency, the cost will be carried by the sender/consumer. | All customers (also consumers) have to bear all expenses associated with the monitoring and enforcement of the claim, for example reminder charges, collection charges, the cost of engagement of a lawyer and also for his extra-judicial activities or other necessary costs for an appropriate legal action. Also in this case, the customer must meet all consequences of default / delay. | The employer / entrepreneur has only a right to compensation if their counter-claim has been legally established / ascertained or has been recognized by us. | The consumer has a right to compensation only in the event of our insolvency (inability to pay) or for the counterclaims that are in legal relation to the liability of the consumer, which have been legally established / ascertained or have been recognised by us. **11. Right of withdrawal:** | If the contract comes into existence through what is classed as, 'distance sales', the customer has the option / right to withdraw from the contract within 14 days of the conclusion / realization of the contract without giving reason. The withdrawal / resignation must contain no justification and it has to be done in writing. Timely dispatch is enough to meet the deadline. After the end of the withdrawal period, the customer has forfeited the option / possibility to withdraw from the contract. **12. Effects / Impacts of the genetic testing law / genetic diagnosis law:** | The customer expressly agrees that the LABORATORY starts with the execution of the service within seven working days of receipt of the sample. Should the consumer inform us that they do not want to know the result of the analysis and consequences derived from it, this has no influence on the concluded contract, neither if they are a contracting partner, nor if they are bound by contract between the sender and the LABORATORY. If the patient / consumer withdraws his consent to genetic analysis, the LABORATORY will cease all activities and furthermore will be freed from its provision of services. If it has already started with the execution of the service, the cost amounting to 50% of the purchase price has to be paid as compensation. **13. Loss/destruction/damage/change/inaccuracy of the sample** | If the sample sent by the customers is destroyed, damaged or changed during transportation or it is lost, then this falls within the exclusive / sole sphere of the customer. | If it occurs as a result of damage done during transportation or change of the sample which produce wrong or erroneous results, this doesn't fall under the responsibility of the LABORATORY, so no liabilities can be derived from this. | If no DNA can be isolated from samples, then the patient / consumer agrees to submit a second sample and will not demand any financial recompense. Doctors / submitters can not further charge their own and other costs resulting from the renewed sample preparation. | The provision of services concludes with the dispatch of the analysis result. The LABORATORY is still available for at least 4 weeks for questions after obtaining the result. | Unless otherwise agreed in writing, the start of the service provision commences as soon as possible and in any case within 7 working days from start of the contract. The customer is informed that the genetic analysis can take up to 8 weeks. Referred genetic analyses can take up to 12 weeks depending upon the complexity. | The customer is only entitled to withdraw from the contract due to non-compliance of the performance period, if he has set the LABORATORY in writing a reasonable grace period of at least 2 weeks or unless a fixed delivery date is expressly agreed. If circumstances arise which cause a significant delay in performance or probably impossibility of performance, the LABORATORY is entitled to withdraw from the contract. If the LABORATORY is at fault for this interruption of service, then the LABORATORY shall be liable for damages caused, but only provided that the LABORATORY has caused this circumstance deliberately / intentionally or through gross negligence. **14. Limitation of liability** | The LABORATORY shall only be liable for damages that are caused to the consumers by gross negligence or intent of the LABORATORY or its employees. Liability for slight negligence, compensation for consequential damage and financial losses, unrealized savings, loss of interest and damages from claims of third parties against the customer is excluded. | These limitations of liability are not valid to the LABORATORY for attributable personal damage and - as far as it concerns the consumer - for damage to the LABORATORY for processing of received items. | A claim for compensation for late or non-fulfilment is entitled to the buyer not exceeding in amount of actually occurred damage and only then if the LABORATORY is responsible for intentional or gross negligence. | The consumers and senders / submitters are informed that the stated recommendations and action programs are to be seen as guidelines and recommendations for diverse / various actions / activities. The fulfilment and/or following of these recommendations, nevertheless, always is the responsibility of the customer and / or his treating doctor. Any preventive measure and action plan should always be discussed with the doctor before starting with it. Lifestyle genetic analyses assume a good state of health. Should any disability or disease be evident, the consumer must consult with his doctor before starting the program. | We would like point out that genetic risks are statistical probabilities and the result of genetic analyses is a technical evaluation. Genetic analyses are always carried out / performed using the most up-to-date technology, however, the LABORATORY informs consumers of the possible 1% error rate of any genetic analysis technology. | Further, we would like to point that the LABORATORY excludes any liability claims that can arise due to future or current diseases. The precaution and action programs which are offered by the LABORATORY can often reduce the risk of disease, however they do not completely prevent any chance of the disease ever developing. It is also possible that the disease develops despite compliance with the preventive measures. | The medical statements and recommendations are based on scientific publications that are specified as a reference in the reports. These are evaluated according to the best knowledge and belief and are considered to be accurate / true, but should not necessarily be seen by consumers as a last and definitive state of science. It is theoretically possible that future genetic studies could come to a different result and may question the collected findings and recommendations. Liability on the basis of new scientific findings / evidence is therefore excluded. | Consumers are advised that other rare genetic changes may potentially be present beside the usual genetic changes that are detected by the LABORATORY. These variations could potentially positively or negatively affect the analyzed genetic variations so that in these cases no definite statement about the genetic variation can be made. Should this be the case, the analysis is repeated at least 3 times and confirmed and then declared "medically not known - impact unclear and therefore declared as wild-type until science proves otherwise". This is also valid for cases where all of the analyzed genetic fragments produce good results and a specific genetic analysis fails 3 times, because the relevant section of DNA can not be evaluated due to likely uncommon genetic changes. Consumers are not specifically informed about this fact / situation. **15. Privacy Policy / Data Protection** | The LABORATORY will keep the data obtained by genetic analysis confidential and will pay attention to the following regulations at the same time: | Access to all data concerning an individual is to be granted to said individual. | Unexpected results of clinical importance will be explained to the patient/customer unless the patient/customer specifically specifies not to be informed of unexpected results. | Genetic variations, which were not sufficiently scientifically studied at the time of the analysis and their clinical impact, therefore, can not be clearly interpreted, are not communicated to the customer. | Data in non-anonymous form may be used for a purpose other than the purpose for which it was originally collected only with explicit and written consent of the examined person. | Data may be only disclosed / passed on / transferred: to the persons who are directly involved with the investigation / identification, processing or evaluation of the data in the set up / establishment in which they have been collected / raised, to the examined / investigated person, to the doctor who has initiated the genetic analysis, to the attending physician or diagnosis providing doctor, to the other persons only if the investigated person has agreed explicitly and in | Information according to § 5 b as well as 4 c Federal Data Protection Act: the LABORATORY submits to fulfill the contract with the customers (section 4 c para 2 Federal Data Protection Act in Germany) whose personal data to partner companies in Germany and partner companies in other Member States of the European Union, which accomplish a part of the performance offered by the LABORATORY. These companies / enterprises receive only those data which are necessary for the provision of the relevant service. According to § 4c Federal Data Protection Act, these companies / enterprises were contractually committed / obliged that the submitted data may be processed or used only for the purpose to whose fulfillment they are transmitted / delivered. Data must be protected in an appropriate / suitable manner against access by unauthorised persons. | The data which has not been made anonymous, may be processed and supported by automation in the set up / establishment in which it has been collected / raised and only by the sender / submitter; it is to be stored separately from other types of data, and may be accessible only by the persons authorised under this federal law and only with a distinct / separate access possibility. | The obligations are also valid for the persons who take part / are involved in the implementation of genetic analyses or during storage or management of the collected data. | Please keep in mind / pay attention that we assume no responsibility or liability for the contents of linked external internet sites and hereby expressly dissociate ourselves from the contents of linked pages which are accessible if necessary through the integration of external links on our site. The LABORATORY does not own third-party contents on pages that are accessed through links from our pages and our sub pages and accepts no responsibility for this. We dissociate ourselves from any inadmissible or unlawful contents. **16. Miscellaneous** | Binding assurances, obligations and commitments can only be attributed to the LABORATORY, if they are made by the LABORATORY itself. Should the sender of the sample not be the patient/consumer, the sender can not be seen as part of the laboratory and the sender may not legally bind the LABORATORY. | Changes or additions to these general terms of business (terms and conditions) are only valid if this is agreed in writing. | If any provision, part of a provision of these general terms of business (Terms and Conditions) or any other agreement should be completely or partially invalid, void or unenforceable, this shall not affect the effectiveness, validity or enforceability of the other provisions. Under these circumstances, ineffective, invalid, or unenforceable found provision will be replaced by a provision which comes next found to be ineffective, invalid or unenforceable in its economic importance. | The LABORATORY is entitled to assign a contract or its rights and obligations to third parties taking into account the genetic testing law in Austria or Germany. | The LABORATORY is authorized to contact the customer within the framework of marketing actions and to inform him about this. The establishment of contact can take place via E-Mail, telephone, SMS, post or other modern means of communication. The further establishment of a contact will see a refrain from marketing purposes at the customer's request. **17. Applicable law, place of jurisdiction, place of performance** | These general terms of business (terms and conditions) and all contracts are subject to the law and jurisdiction of the LABORATORY. This is the law of Austria and the jurisdiction of Salzburg for the Novogenia GmbH Private Limited and the law of the Federal Republic of Germany and the jurisdiction of Traunstein for the DNA Plus - Center for human genetics. | If the customer is consumer, this choice of law is applicable only as far as the guaranteed protection is not revoked / withdrawn by mandatory provisions of the law of the State where the consumer has his usual stay. | If the customer is a businessman, legal entity / person under public law or under public law special asset / property, our business headquarters is exclusive place of jurisdiction for all disputes arising from this contract. | If the individual provisions of the contract with the customer including these general terms of business (terms and conditions) become ineffective completely or partly, the validity of the remaining provisions is not affected. The completely or partially ineffective/ invalid regulation shall be replaced by a regulation whose economic success comes as close as possible to the ineffective.