

Terms of Service



1. General

1.1 Area of Validity

These General Terms and Conditions shall apply to all business relationships between us Eurofins Medigenomix Forensik GmbH, Anzinger Str. 7 a, 85560 Ebersberg, and you, in the version that is valid at the time of contract conclusion. Should you use contrary General Terms and Conditions, these are hereby expressly rejected forthwith.

1.2 Contract Agreement

Contract language is German and English.

1.3 Close of Contract

When ordering through this website, the booking process consists several steps. In the first step you select the desired service and in the second step you have to enter your e-mail address. Afterwards you can enter your data including billing address and, if applicable, different address and decide for a shipping method. After that you can choose one of our payment methods. If you wish to pay by PayPal Express, you will be send to the payment providers website after checking your order details, log in with your account and complete the purchase by pressing the „Confirm“ button. In our other payment methods you will be directed to our order overview page, where you can check all the information (e.g. name, address, method of payment, desired service) again in a final step and possibly correct input errors, before you confirm your order by clicking on the button „Buy“. With this order, you initiate a legally-binding contract offer. We will confirm the receipt of the order immediately. The confirmation of receipt does not constitute a binding acceptance of the order. We are entitled to accept the contractual offer contained in the order within five calendar days after receipt of the order by e-mail, fax, telephone or by post. The contract only comes into existence upon acceptance.

The contract's text body will be saved by us and will be sent to you in writing (e.g., email, facsimile or regular mail) along with these General Terms and Conditions and Customer Information after your order has been submitted. The contract's text body cannot, however, be accessed by you via the website following your submission of order. You may print the applicable website page showing the contract's text body through the browser's Print function

1.4 Performance time

After concluding the contract, you will receive the necessary materials within 5 working days to send us the required samples.

1.5 Procedure and obligation to cooperate

In addition to the samples, we kindly ask you to fill out and send us the form enclosed with the test set, so that we can begin our processing. We are not responsible for delays due to your failure to cooperate. Please always make sure that you have obtained the respective consent of the persons to be analyzed or noted it on the form. We always provide our services according to your order, based on your information and the samples sent to us, but we do not verify that they have been obtained lawfully.

2. Service description

We offer you extensive DNA analyzes. You can choose between our different analysis tests.

3. Payment

3.1 prices

All prices include VAT.

3.2 Right of Retention

The enforcement of a right of retention is only available to you for such counterclaims which are due and based on the same legal relationship as your obligation.

4. Notice to the Right of Cancellation for consumers with long-distance contracts

Notice to the Right of Cancellation

You may cancel this contract within fourteen (14) days without stating any reasons.

The cancellation period lasts fourteen (14) days from the day of closing the contract. To exercise your right of cancellation, you must inform us (Eurofins Medigenomix Forensics GmbH, Anzinger Str. 7 a, 85560 Ebersberg, Phone: 08092 - 8289 222, Fax: 08092 - 8289 201, E-Mail: vaterschaftstests@eurofins.com) with a clear statement (e.g., a letter mailed through the postal service, by facsimile, or email) regarding your decision to cancel this contract. For this purpose, you can use the enclosed sample Form of Cancellation although this is not mandatory.

To adhere to the cancellation period it suffices, that you send the notice to execute the right to cancellation before the end of the cancellation period.

Consequences of cancellation

In case of your contract cancellation, we are required to return all payments to you which we have received from you, including the shipping cost (with the exception of additional cost caused by a different kind of delivery method than our lowest standard delivery offered), without delay and within fourteen (14) days at the latest, from the day when we have received the notice of your contract cancellation. For this return of payment, we shall use the same form of payment which you used for your original transaction, except where expressly agreed to with you otherwise; under no circumstances will you be charged with fees for this return of payment.

If you have requested that the services be commenced during the period of cancellation, you must pay us a reasonable amount equal to the proportion of services already provided by you at the time you inform us of the exercise of the right of withdrawal in respect of this contract Comparison with the total volume of services provided for in the contract.

- End of Cancellation Notice -

Special reference about the early expiration of the Right of Cancellation

Your Right of Cancellation expires early if we have provided the service completely and have only started to perform the service, after you have given your express agreement and you confirmed your knowledge of it that you shall lose your Right of Cancellation upon full performance of the contract.

5. Your Responsibility

5.1 General

You are solely responsible for the content and accuracy of the data transferred by you. You also commit not to transfer data whose content infringes the rights of third-parties or violates existing laws. You confirm with the transmission of data to us to have adhered to copyright laws.

5.2 Liability Exemption Disclaimer

You commit to keeping us free from all third-party claims regarding such violations towards us. This includes the reimbursement of cost regarding necessary legal representation.

5.3 Data Storage

You are jointly responsible for the storage of the transmitted information. We cannot be held responsible for the loss of information transmitted by the customer since we do not assume responsibility for a general data storage guarantee.

6. Liability

6.1 Liability exemption disclaimer

We, and our legal representatives and associated agents, shall only be liable for intent or gross negligence. As far as significant contract duties (consequently such duties, whose adherence are of considerable meaning for the reaching of the contract purposes) are affected, even slight negligence is covered. Liability is limited in this case to foreseeable, contract-typical, immediate average damages.

6.2 Retention of Liability

The aforementioned liability exemption disclaimer shall not concern liability for damage to loss of life, bodily injury or damage to the health of a person. Regulations of the German Product Liability Law shall also be untouched by the exclusion from liability.

7. Final Clauses

7.1 Place of Jurisdiction

For Place of Jurisdiction the statutory provisions apply.

7.2 Governing Law

Unless mandatory legal provisions based on the customer's right of domicile do not prevent it, it shall be agreed upon that German law shall be valid excluding the UN Convention on the International Sale of Goods.

7.3 Consumer Dispute Settlement Procedure (B2C)

The European Commission has created an Internet platform for Online Dispute Settlement Procedures regarding contractual responsibilities originating from online contracts (OS Platform). You can reach the OS Platform by clicking the following link: <http://ec.europa.eu/consumers/odr/>

We are not required and not willing to participate in this Dispute Settlement Procedure before a Consumer Arbitration Board.

7.4 Severability Clause

Should individual terms of this contract become invalid or ineffective, it shall not infringe on the validity of the remaining General Terms and Conditions.