

General Terms and Conditions of Dr. Risch for Laboratory Services in Switzerland

1. Scope

- 1.1. The Dr. Risch Group and its affiliated companies (Dr. Risch), based in Switzerland, carries out tests and provides services in the field of laboratory analysis for human medicine (**laboratory orders**) at the order of its customers. These General Terms and Conditions (**GTCs**) apply to all laboratory orders placed by a customer with Dr. Risch in Switzerland and are an integral part of all contracts between the customer and Dr. Risch. Doctors acting on their own behalf, medical practices, pharmacies, hospitals, clinics, other medical service providers (pursuant to MedBG (*Medizinberufegesetz* [Law on Medical Professions])) and patients, including their representatives, who place a laboratory order with Dr. Risch are deemed to be **customers**¹ for the purpose of these GTCs.
- 1.2. The latest and valid version of these GTCs applies. Dr. Risch reserves the right to unilaterally amend these GTCs at any time. The current version of the GTCs can be accessed (downloaded) at any time at www.risch.ch.

2. Order placement

- 2.1. The customer places the laboratory order with Dr. Risch by properly, fully and correctly completing the order form and submitting it together with the properly and correctly collected, packaged and labelled sample.
- 2.2. The customer is solely responsible for proper preparation and sampling, correct packaging and/or selection of the appropriate container, and correct labelling of the sample collected for laboratory analysis. When placing the order, the customer is also responsible for compliance with the WZW (*Wirksamkeit, Zweckmässigkeit und Wirtschaftlichkeit* [effectiveness, appropriateness and economic viability]) criteria in accordance with KVG (*Krankenversicherungsgesetz* [Federal Health Insurance Act]) and must clarify any cost coverage/assumption of costs with the insured person/insurer before placing the order.
- 2.3. Dr. Risch assumes no responsibility or liability for incorrect sampling, handling, packaging, labelling of samples and/or for entries on the order form. Dr. Risch is also under no obligation to verify the accuracy or completeness of the data provided by the customer.
- 2.4. By placing a laboratory order, the customer guarantees to Dr. Risch that the customer has been authorised by the patient to place an order in the patient's name and on the patient's behalf, and that the patient has consented to the data processing required for the purposes of processing the order and to these GTCs. In the area of genetic testing, the customer also guarantees that the appropriate genetic counselling required by GUMG (*Bundesgesetz über genetische Untersuchungen am Menschen* [Federal Act on Human Genetic Testing]) has been provided and that the patient's declaration of consent has been obtained.

3. Execution of the laboratory order

- 3.1. Dr. Risch provides its services diligently and in compliance with applicable law and in accordance with recognised standards of technology and science. Dr. Risch's laboratories are generally accredited according to ISO 17025 and approved by Swissmedic.
- 3.2. The specific services provided by Dr. Risch and the processing time depend on the nature and scope of the laboratory order, which in turn are determined by the information provided by the customer in the order form. Dr. Risch reserves the right to carry out medically relevant tests in relation to any incidental findings detected while executing the laboratory order, and to include this information in the findings report without being asked to do so.

- 3.3. If Dr. Risch has agreed with the customer that Dr. Risch will collect the sample (sample transport), the customer is responsible for storing the sample at a suitable location jointly determined by the customer and Dr. Risch and making it available to Dr. Risch for collection. In any event, Dr. Risch is only responsible for the sample from the time it actually receives the sample until it delivers the test results to the customer.
- 3.4. Dr. Risch will, by agreement, send its findings to the customer electronically via LabResult, by (encrypted) email, using the paper order form or by fax. The customer is solely responsible for interpreting the results.
- 3.5. Involvement of third parties: Dr. Risch may engage third parties to carry out the laboratory order for the partial or complete fulfilment of the contract, provided this is in the interests of the customer and/or serves the purpose of fulfilling the laboratory order. Dr. Risch may also, by individual written agreement, commission the customer to provide services in connection with the laboratory order (in particular, preanalytics).
- 3.6. Sample storage/archiving of result reports: Dr. Risch is not obliged to continue storing samples that have been analysed and reported on. Storage of samples in Dr. Risch's serum bank facility is subject to agreement. Dr. Risch will archive results reports and destroy them after the statutory retention periods have expired.
- 3.7. Invoicing: Unless otherwise agreed with the customer, Dr. Risch will invoice for the laboratory tests in accordance with the current Swiss list of laboratory tests published on www.bag.admin.ch. Dr. Risch will invoice for other medical laboratory services according to TARMED (if applicable). In certain cases, or where the law or the competent authority does not expressly stipulate the rate, Dr. Risch may also determine the charge for other services based on actual costs. Otherwise, the provisions of the individual agreement between Dr. Risch and the customer apply.

Dr. Risch generally issues invoices for laboratory services provided for outpatients directly, by invoicing the respective patient (*tiers garant*) or their health insurer (*tiers payant*). Invoices for laboratory services provided for inpatients are sent directly to the customer.
- 3.8. Invoices issued by Dr. Risch are due for payment in full within 30 days of the invoice date. Unauthorised deductions will be invoiced in a follow-up invoice. If no payment is made within the payment term, the customer will be in default without Dr. Risch having to enforce a formal collection procedure. In the event of default, Dr. Risch may demand default interest of 5%. The defaulting debtor must compensate Dr. Risch for any collection expenses beyond this.
- 3.9. Data protection: In compliance with data protection regulations, Dr. Risch collects, stores, processes and uses the necessary data disclosed by customers for the sole purpose of fulfilling the contract, in particular to carry out laboratory tests, medically evaluate the test findings taking into account patient master data, and to invoice laboratory services. By awarding the laboratory contract, the customer guarantees to Dr. Risch that the patient has given their express consent to data processing. The Dr. Risch data privacy policy applies in all other respects: <https://www.risch.ch/de/datenschutz>.
- 3.10. Liability: Dr. Risch and the customer each provide their services exclusively in their own name, on their own account, independently, and at their own risk. Insofar as Dr. Risch is liable, its liability is restricted to wilful misconduct or gross negligence. In particular, any further liability of Dr. Risch is excluded to the extent permitted by law (in particular, liability for (i) indirect and consequential damages and (ii) damages resulting from delayed performance of services).

¹ We have chosen not to use the masculine, feminine and diverse (m/f/x) language forms simultaneously. All personal designations apply equally to all genders.

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- 3.11. Severability clause: If any provision of these GTCs is or becomes wholly or partially invalid for any reason, this will not affect the validity of the remaining GTCs.
- 3.12. Applicable law and place of jurisdiction: These GTCs and the resulting contractual relationships are governed exclusively by Swiss law, to the exclusion of any conflict of laws provisions. The exclusive place of jurisdiction for all disputes between the parties is the location of the Dr. Risch company with which there is a laboratory contract.

Dr. Risch Group, September 2022