



## **Terms & Conditions**

### 1. Definitions

"CDNAC" means Curaçao DNA Center BV. "Services" means the provision of a DNA analysis from biological samples the Client provides to CDNAC. "Client" means the person(s), firm, or company who purchases Services from CDNAC and/or any test participant who submits biological samples to CDNAC for Services.

### 2. Provision of Services

2.1 The DNA analysis provided by CDNAC is prepared solely for the use of the Client. CDNAC makes no representation, express or implied, that the result of the DNA analysis is useful for any purpose other than the Service purchased by the Client. 2.2 The biological samples supplied to CDNAC by the Client shall not be returned. 2.3 CDNAC reserves the right to use any third party of its choice to perform its obligations of the Services purchased by Client. 2.4 CDNAC reserves the right to perform testing and analysis using methods and processes that CDNAC deems appropriate.

### 3. Payment

3.1 Before testing can begin, payment in full is required. Payments can be made on our MCB Bank account 221.33.809, with a valid credit/debit card, cashier's check or money order. Personal checks are not accepted.

### 4. Privacy Policy

4.1 Specimens and/or the DNA profile data obtained from the biological samples are accessible by the Client who ordered and/or paid for the Services and all other participants who submit biological samples for the case. Case information is also accessible by a participant's legal guardian(s) when the participant is a minor or a legally incompetent adult, even if the legal guardian is not a participant in the test. 4.2 Access to case information requires the following: (1) a written request for access, (2) proof of identification and, for legal guardians, (3) proof of legal guardianship.

### 5. Warranties and Indemnity

5.1 The Client warrants that he/she is legally entitled to perform any particular act either directly or indirectly in order to obtain, possess, and provide the biological samples necessary for CDNAC to perform the Services purchased by the Client. 5.2 The Client shall indemnify CDNAC and its laboratories and keep CDNAC and its laboratories fully indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature arising from a breach of the warranties specified in paragraph 5.1.

### 6. Disclaimers and Liabilities

6.1 CDNAC does not warrant to client: (a) that the services provided by CDNAC shall meet the expectations of the client; or (b) that services shall be free from defects or free from errors. 6.2 CDNAC does not guarantee that the samples provided by the client shall yield DNA suitable for analysis or that any analysis shall provide a conclusive result. 6.3 Further, in no event shall either CDNAC nor its testing laboratories or the client be liable to the other for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever.

7. Third Parties A person who is not the Client of CDNAC has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms and Conditions, but this does not affect any right or remedy for a third party which exists or is available apart from that Act.

8. Governing Law The construction, validity, and performance of these Terms and Conditions shall be governed by and construed in accordance with the laws of the Netherlands Antilles. Any disputes arising from this Agreement shall be brought before the competent courts of Curaçao, the Netherlands Antilles.

9. Refund Policy Refunds may be considered at the discretion of CDNAC under the following conditions. 9.1 100% Refund (\*): a. written request within 10 days of order date, and b. testing has not been initiated. 9.2 50% Refund: a. written request after 30 days of order date, and c. testing has not been initiated. 9.3 No Refund: a. testing has been initiated or completed (even if one or more samples yield little or no useable DNA or if analysis of DNA data provides an inconclusive result) b. inactivity of order (on-hold status) for 45 days after order date.

Note: (\*) For orders purchased online, a \$35 charge shall be deducted from the total refund amount that qualify for a 100% refund.

NOTE: Terms and Conditions printed on this order form are subject to change at any time in the sole discretion of CDNAC. To view the most current and updated binding terms and conditions applicable to this order, please visit [www.curacaodnacenter.com](http://www.curacaodnacenter.com).