



## Conditions of participation

(as of January 1.2020)

The Reference Institute for Bioanalytics (SPMD-RfB) is a special purpose operation of the non-profit foundation „Stiftung für Pathobiochemie und Molekulare Diagnostik“ (SPMD) and designs and organises surveys for External Quality Assurance on their behalf and on nomination by the German Medical Association. The services offered (surveys) include the provision of the necessary sample material for the implementation (if required), the dispatch, the evaluation of the received data as well as the preparation and transmission of corresponding certificates and/or participation certificates. The listed conditions of participation apply.

### 1. Participation:

Everyone who carries out laboratory tests can participate in surveys for the Reference Institute of Bioanalytics (subsequently referred to as: RfB). The following conditions for participation therefore apply. (For consumers individual stipulations and legal provisions apply).

### 2. Conclusion of the contractual relationship:

The contractual relationship between the participant and SPMD-RfB is concluded by application and only under these participation conditions.

### 3. Application

Application must be made in writing or online (for registered users) and must be received in good time before the start of the survey. Confirmations of application will only be issued upon request.

### 4. Content of the contractual relationship (yearly order, subscription):

The participant may choose to apply for participation in individual surveys in one calendar year (Contract Type B), or in one or more surveys to be repeated each calendar year over an unspecified period (Contract Type A, subscription).

When application is for participation in surveys to be repeated each calendar year (Contract Type A), a contract for an unspecified period will be concluded by the application. Termination of this contract requires written notice.

### 5. Timetable:

The participant will receive a timetable before the start of each calendar year from the RfB. This timetable contains periods and dates which are binding for the participant in relation to the surveys.

### 6. Withdrawal and cancellation

The participant is free to withdraw from his/her participation in a survey until the respective application deadline given in the timetable. If the participant has applied to participate in several surveys, s/he may only withdraw from his/her participation in individual surveys. If there is a subscription to surveys (Contract Type A), the participant may cancel this completely or for individual surveys.

### 7. Non-performance of announced surveys:

The RfB retains the right not to carry out announced surveys, or to postpone them until a later date. The participants concerned will be informed of this with an appropriate period of notice. The RfB will

only refrain from the announced performance for practical reasons, in particular, in the instance of new surveys when the number of registered participants is too low.

#### 8. Evaluation:

The RfB evaluates the study results obtained by the participant in the context of a survey, provided that these are transmitted to the RfB within the period specified in the timetable. The participant bears the risk of loss or delay for the dispatch of the data.

The participant has no entitlement to the evaluation of measurement values received late by the RfB. Certificates will be issued for measurements assessed by us. The period of validity of the certificates is regulated by the guidelines of the German Medical Board, respectively corresponds to these guidelines and is valid from the date of issue.

#### 9. Guarantee

9.1 The participant undertakes to test the samples after receiving them for any obvious defects, and to inform the RfB immediately if any defects are determined. The RfB is entitled to elect its own supplementary performance, which may be by repair or by subsequent delivery.

These conditions apply both to the dispatch of samples and to the evaluation of the study results.

9.2 SPMD-RfB assumes no responsibility for injuries of any kind – in the existence of other conditions of entitlement – except in the event of intended and/or gross negligence. Furthermore, liability for compensation is excluded for injuries of any kind, no matter upon what basis a claim may be made, including liability for default on conclusion of the contract.

Impairments, which in individual cases result from postal dispatch, in particular the loss of sample shipments, will be remedied by the RfB to the best of its abilities, without the acknowledgement of any claims, by the dispatch of replacement samples. However, the contract is considered fulfilled with the initial dispatch mailing date.

#### 10. Fees:

By concluding the contractual relationship with SPMD-RfB, the participant undertakes to pay the participation fees listed respectively by SPMD-RfB in the publication of its annual timetable.

#### 11. Confidentiality:

Individual survey data will be handled confidentially. The regulations made by the EU-GDPR for data protection will be observed.

#### 12. Place of performance and court of jurisdiction:

Place of performance and court of jurisdiction is Bonn.