

PAINASSAY™ Test Request Form

PART 1: CUSTOMER/PATIENT INFORMATION

CUSTOMER NAME:

DOB:

TESTED FOR INFECTIONS:

ADDRESS:

PHONE:

EMAIL:

PART 2: PAYMENT INFORMATION

PAYERS NAME:

ADDRESS:

DATE:

See General Terms and Conditions

PART 3: CLINICAL SAMPLES

THE CUSTOMER WILL PROVIDE CLINICAL SAMPLES FOR ANALYSIS:

☐ CHEEK SWABS (5 CHEEK (BUCCAL) SWABS SHOULD BE PROVIDED) OR ☐ BLOOD SAMPLE

COLLECTION DATE:

ADDITIONAL INFORMATION:

WHO WILL ARRANGE TO HAVE SPECIMEN SENT: ☐ PATIENT ☐ PHYSICIAN ☐ PATHOLOGIST

PART 4: TEST REPORTING REQUEST

Test results will be sent to the Physician unless instructed otherwise by the Customer. Please indicate where additional copies (if any) should be sent:

☐ EMAIL ☐ FAX ☐ HARD COPY **TO:**

PART 5: CUSTOMER/PATIENT AUTHORIZATION

1. I request and authorise ICPM to undertake the tests specified on this Form and will provide the clinical samples specified in PART 3.
2. I confirm that I have read and understood the General Terms and Conditions attached to this Form and ICPM's Terms and Conditions of Trading.
3. I **DO/DO NOT** wish to be sent the results of my test (Please delete as appropriate).
4. I **DO/DO NOT** request that the test results be sent to my Physician (Please delete as appropriate).

Signature of CUSTOMER:

Date:

PART 6: PHYSICIAN CONFIRMATION

I have advised my patient that this testing should be undertaken for medical reasons; I anticipate that it will predictive information which has not been obtained already.

Signature of Ordering Physician:

Date:

See General Terms and Conditions

GENERAL TERMS AND CONDITIONS

1. ICPM shall undertake the test(s) professionally and to the best of its abilities. However, the CUSTOMER acknowledges that ICPM cannot and will not guarantee that the Services will always be error-free. ICPM specifically disclaims any and all representations and warranties regarding its products and services, to the extent permitted by law, other than those expressly made in writing by ICPM, including the warranty literature for the product or service (if any). This disclaimer includes but is not limited to any representations or warranties as to the quality, reliability, fitness for purpose or any other feature of the products and/or services.
2. ICPM reserves the right to subcontract any part of the services to an appropriately qualified third party provider.
3. ICPM shall not be liable for any loss, damage or delay during shipping. ICPM shall be entitled to reject samples if, in ICPM's opinion, the quality of these samples is not sufficient. Samples with a delivery time longer than 7 days will be rejected.
4. The CUSTOMER agrees that a legally binding agreement that includes these General Conditions shall arise as soon as ICPM accepts the order by e-mail or written confirmation. The CUSTOMER's placement of such an order or other manifestation of assent by ICPM constitutes express acceptance of these General Conditions.
5. The CUSTOMER will provide ICPM with all data and other information required by ICPM and necessary for the delivery of the tests, products and/or services.
6. The CUSTOMER warrants that the information provided pursuant to ICPM is correct and complete, and that it is entitled to provide ICPM with such information for the delivery of the tests, products and/or service. The CUSTOMER shall indemnify, defend, and hold harmless ICPM against all claims by a third party or governmental entity, relating to or arising out of the provision of such information to ICPM, and shall pay any costs incurred by ICPM relating thereto, including but not limited to attorney's fees, defence costs, and any award of damages.
7. If any of the data provided is personal data or data otherwise protected by law, the CUSTOMER guarantees that with regard to such data, any and all applicable regulations and other legal requirements for the protection of privacy have been met and that ICPM is entitled to use and process personal such data. The CUSTOMER shall indemnify, defend, and hold harmless ICPM against any third party's claims relating to or arising out of any claim by a third party or governmental entity that appropriate privacy protections or legal requirements were not met and shall pay any costs incurred by ICPM relating thereto, including but not limited to attorney's fees, defence costs, and any award of damages. If and to the extent that the CUSTOMER provides ICPM with its own private, personal, sensitive, or protected data, the CUSTOMER herewith explicitly authorized HEAL to keep and to process such data as reasonably necessary to fulfil ICPM's obligation under the agreement or other legal act existing between the Parties. ICPM will take all reasonable steps necessary to comply with any and all applicable privacy regulations and laws.
8. Neither the CUSTOMER nor the PHYSICIAN shall give and make any warranty or representation on behalf of ICPM's Tests, Products and/or Services as to quality, reliability, fitness for purpose or any other feature of the Products and/or Services other than as explicitly set forth in writing by ICPM in the warranty literature applicable to the specific Product and/or Service (if any). If the CUSTOMER, the PHYSICIAN or their representatives, staff, affiliates, or associates alters or expands any existing warranty or extends any additional warranty, expressly or impliedly, the CUSTOMER shall indemnify, defend, and hold harmless ICPM for any and all claims by a third party or governmental entity relating to such additional warranty and shall pay any costs incurred by ICPM relating thereto, including but not limited to attorney's fees, defence costs, and any award of damages.
9. The CUSTOMER shall be solely liable for any claims arising out of or relating to the improper or faulty collection and/or handling of any sample(s), any errors in transmission of information or data to ICPM, or any illegal or tortious act committed by the CUSTOMER, the PHYSICIAN or their representatives, staff, affiliates, or associates or employees, agents or assigns. The CUSTOMER shall indemnify, defend, and hold harmless ICPM for any such claims by a third party or governmental entity and shall pay any costs incurred by ICPM relating thereto, including but not limited to attorney's fees, defence costs, and any award of damages.
10. The CUSTOMER, the PHYSICIAN and their representatives, staff, affiliates, and associates undertake to observe strict confidentiality with regard to all confidential information it receives from ICPM. They shall impose the aforementioned obligation on employees as well as on third parties who have been employed by them in connection with the agreement between the parties. The CUSTOMER, the PHYSICIAN and their representatives, staff, affiliates, and associates shall use the confidential information only for the purpose for which it has been provided.
11. Regardless of the nature of such information, the CUSTOMER agrees to take any and all reasonable measures to keep any information confidential if ICPM indicates such information to be confidential.
12. ICPM shall not be liable for any loss or damages, either direct or consequential, such as loss of business, profits, goodwill or similar, incurred by the CUSTOMER or by any third party, including any legal liability or damages. If ICPM is deemed liable despite this provision, any damages to be paid by ICPM to the CUSTOMER with respect to products or services provided under the agreement will, in any case, be limited to compensation of the direct damages and/or loss not to exceed the sum paid for the products or services provided under the order at issue.