



General Terms and Conditions of the DNA Lab Suriname foundation.

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Article 1 - Definitions

In these general terms and conditions, the following definitions apply::

1. **Cooling -off period** : the period within which the consumer can make use of his right of withdrawal;
2. **Consumer** : the natural person who does not act in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;
3. **Day** : calendar day; **Working day** : every day except Saturdays, Sundays and Surinamese national holidays;
4. **Duration transaction** : a distance contract with regard to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;
5. **Durable data carrier** : any means that enables the consumer or entrepreneur to store information that is personally addressed to him in a way that allows future consultation and unaltered reproduction of the stored information.
6. **Right of withdrawal** : the option for the consumer to waive the distance contract within the cooling-off period ;
7. **Entrepreneur** : the natural or legal person who offers products and/or services to consumers; DNA laboratory services Suriname
8. **Distance or in person agreement**: an agreement in which, within the framework of a system organized by the entrepreneur for distance sales or in person of products and/or services, up to and including the conclusion of the agreement, exclusive use is made of one or more remote communication techniques;
9. **Technique for distance communication** : means that can be used to conclude an agreement, without the consumer and entrepreneur meeting simultaneously in the same room.

Article 2: Identity of the Entrepreneur

DNA Lab Services Suriname, a foundation for the promotion of genetic human research through an independent laboratory in the United States of America accredited by the AABB, FDA, Ministry of Justice USA and all other institutions necessary for the confidential and confidential provision of results. This foundation is registered in the foundations register of Suriname KKF under number 31853 and can be accessed via the website www.dnabiosuriname.com to reach.

Article 3 - Applicability

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance and / or in person contract concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded or in person, the text of these general terms and conditions will be made available to the consumer online.
3. In the event that, in addition to the general terms and conditions, specific product or service conditions also apply, the second and third paragraphs apply mutatis mutandis and the consumer can always invoke the applicable provision that is the most appropriate for him in the event of conflicting general terms and conditions. most favorable.

Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products and/or services offered. The products are approved for human use by the Food & Drug Administration USA. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products and/or services offered. Obvious mistakes or errors in the offer are not binding on the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer. This concerns in particular:
 - o the price including taxes;
 - o any costs of delivery;
 - o the manner in which the agreement will be concluded and which actions are required for this;
 - o whether or not the right of withdrawal is applicable;
 - o the method of payment, delivery and execution of the agreement;
 - o the term for acceptance of the offer, or the term within which the entrepreneur guarantees the price;
 - o the amount of the rate for distance communication if the costs of using the technology for distance communication are calculated on a basis other than the regular base rate for the means of communication used; o whether the agreement is archived after its conclusion, and so on yes, in which way it can be consulted by the consumer;
 - o the way in which the consumer, before concluding the agreement, can check the data provided by him in the context of the agreement and, if desired, restore it;
 - o any other languages in which, in addition to Dutch, the agreement can be concluded;
 - o the codes of conduct to which the entrepreneur has subjected himself and the way in which the consumer can consult these codes of conduct electronically.

Article 5 - The agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment of acceptance by the consumer of the offer and the fulfillment of the associated conditions.
2. If the consumer has accepted the offer electronically or in person, the entrepreneur will immediately confirm receipt of the acceptance of the offer.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur can inform himself - within legal frameworks - whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If on the basis of this investigation the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request with reasons or to attach special conditions to the execution.
5. The entrepreneur will send the following information to the consumer with the product or service, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:
 - a. entrepreneur where the consumer can go;
 - b. the conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - c. the information about guarantees and existing after-sales service;
 - d. the information included in Article 4 paragraph 3 of these terms and conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement;
 - e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration.

6. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.

Article 6 - Right of withdrawal

Upon delivery of products :

1. When purchasing products, the consumer has the option to dissolve the agreement within 24 hours without stating reasons. This reflection period starts on the day after receipt of the product by the consumer or a representative designated in advance by the consumer and made known to the entrepreneur. The same applies in case of personal purchase of the product.

2. If the product has been received by post, the consumer will handle the product and the packaging with care during the cooling-off period of 24 hours. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he makes use of his right of withdrawal, he will return the product with all accessories supplied and - if reasonably possible - in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.

When providing services :

3. To make use of his right of withdrawal, the consumer will refer to the reasonable and clear instructions provided by the entrepreneur with the offer and/or at the latest upon delivery.

Article 7 - Costs in case of withdrawal

1. If the consumer makes use of his right of withdrawal, the maximum costs of return will be for his account.

2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 30 days after the return or withdrawal.

3. The consumer pays USD 100 to the entrepreneur if the progress of the investigation process is revoked after 24 hours up to a maximum of 48 hours.

Article 8 - Exclusion of the right of withdrawal

1. The entrepreneur can exclude the consumer's right of withdrawal insofar as provided for in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur clearly states this in the offer, at least in time for the conclusion of the agreement. has stated.

2. Exclusion of the right of withdrawal is only possible for products:

a. that have been established by the entrepreneur in accordance with the consumer's specifications;

b. that are clearly personal in nature;

c. which cannot be returned due to their nature;

d. that can spoil or age quickly;

e. the price of which is subject to fluctuations in the financial market over which the entrepreneur has no influence;

3. Exclusion of the right of withdrawal is only possible for services:

a . the delivery of which has started with the express consent of the consumer before the cooling-off period has expired;

b . concerning betting and lotteries.

Article 9 - The price

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes as a result of changes in lab rates or exchange rate fluctuations.

2. Contrary to the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This dependence on fluctuations and the fact that any prices stated are target prices are stated in the offer.

3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.

4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and they are the result of legal regulations or provisions

Article 10 - Conformity and Warranty

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal provisions existing on the date of the conclusion of the agreement and /or government regulations.

2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the agreement.

Article 11 - Delivery and execution

1. The entrepreneur will take the greatest possible care when receiving and executing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company.
3. With due observance of what is stated in article 4 of these general terms and conditions, the company will execute accepted orders expeditiously but at the latest within 30 days, unless a longer delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 30 days after he has placed the order.
4. If delivery of an ordered product proves to be impossible, the entrepreneur will make every effort to make a replacement article available. At the latest upon delivery, it will be stated in a clear and comprehensible manner that a replacement item is being delivered. The right of withdrawal can not be excluded for replacement items. The costs of any return shipment are for the account of the entrepreneur.
5. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative designated in advance and made known to the entrepreneur, unless expressly agreed otherwise .

Article 12 – Payment & Refund

1. Unless otherwise agreed, the amounts owed by the consumer must be paid immediately upon receipt of samples. In the case of an agreement to provide a service, this period starts after the consumer has received confirmation of the agreement.
2. When selling products to consumers, an advance payment of 100% may be stipulated in general terms and conditions. When advance payment is stipulated, the consumer can not assert any rights with regard to the execution of the relevant order or service after 24 hours.
3. The consumer has the duty to avoid inaccuracies in payment details provided or stated.
4. **Refunds : Paid monies are not refundable after the payment and performance of the service.**

Article 13 - Disputes

1. Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Surinamese law.

Article 14 - Additional or deviating provisions

Additional or deviating provisions from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable basis. data carrier.

II. Additional terms

Article 15 - Definitions

In these terms and conditions, definitions apply as included in the above general terms and conditions. In addition, the following is understood to mean :

Laboratory : the laboratory with which the entrepreneur works together and which performs DNA tests for the entrepreneur on a regular or incidental basis.

Article 16 – Conditions regarding the performance of DNA test

1. Entrepreneur will only proceed to perform the ordered DNA test after full payment has been received and on condition that the consumer has accepted the General Conditions of DNA lab Suriname.
2. By sending the DNA samples to the laboratory, the consumer agrees to the conduct of the research. The consumer's right of withdrawal expires as soon as the laboratory has started performing the DNA test.
3. If, in the reasonable opinion of the entrepreneur and/or the laboratory, the consumer has not met the conditions and/or requirements for performing the DNA test; or if, in the reasonable opinion of the entrepreneur and/or the laboratory, performing the DNA test is practically impossible and/or ethically irresponsible; then the entrepreneur has the right to refrain from carrying out the DNA test. The entrepreneur may, but is not obliged, to give the consumer the opportunity to remove the cause of this decision. If the entrepreneur definitively decides not to proceed with the DNA test, the entrepreneur will refund the price paid by the consumer.

Article 17 – Insufficient DNA material

Cheek mucus tests: If insufficient DNA material or DNA material of an adequate quality cannot be obtained from one or more DNA samples sent to the laboratory to carry out the test, then the entrepreneur will make available once free material for taking a new DNA sample (or new DNA samples) and have the new DNA sample (or new DNA samples) analyzed by the laboratory.

In Non-Invasive Prenatal Paternity Tests, insufficient fetal DNA can be found in the blood even after the minimum of 9 weeks of pregnancy. As a result, the DNA of the Fetus cannot be extracted.

There is a deductible cost of USD 175 for the consumer, which is deducted for clinical and shipping costs.

The rest of the costs paid will be refunded to the consumer.

If the mother decides to continue with continued blood donation after an indefinite period of time (before the birth), there will again be an excess of USD 175, which will be charged separately.

Article 18 : ISO/IEC 17025 & ISFG

For international services at the courts, immigration and/or municipalities, an ISFG membership number is required on the DNA reports.

The ISFG membership number of DDC dnacenter.com USA- Ohio is 1151

Article 19 - Liability

1. In accordance with the offer and the above, the entrepreneur makes resources available for the collection of DNA samples free of charge. If the material is given along, the use by the consumer of other means for taking DNA samples is entirely at the risk of the consumer. In the event of the use of resources other than those made available, the entrepreneur and the laboratory are entitled not to carry out the DNA test and, if they do proceed to carry out the DNA test, they are not liable for failure to obtain results or obtaining incorrect results.

2. The consumer is fully and exclusively responsible and liable for the consequences of not filling in data, incorrectly or incompletely, and the provision of incorrect or incomplete information by the consumer and/or other persons to be tested.

3. The consumer is fully and exclusively responsible and liable for correctly and fully informing and obtaining permission from all persons to be tested or (in the case of minors) their legal representative(s) .

4. Neither the entrepreneur nor the laboratory is liable if the results of a legally valid DNA test are not accepted

as evidence by a judge, government agency or other body.

5. The liability of the entrepreneur towards the consumer will in no case exceed the amount paid by or for the consumer for the product or service in connection with which the liability of the entrepreneur is invoked.

6. Excess when taking the DNA yourself from each individual is set at USD 150.

If you do NOT follow the correct instructions, the DNA will not be available when verifying for research.

The DNA lab Services Suriname
Licensed DDC agent

Agreement :

FAQ : Frequently Asked Questions

What kind of documents do you need for a DNA test?

1. Adults : Identity : ID Card, Driver's License or Passport
2. Child: Passport, family booklet or insurance card

How much does a DNA test cost?

There are different types of tests. Specify specifically what you want to test.

1. Paternity - Paternity
2. maternity - maternity
3. Brother / Sister – sibling test
4. Twins
5. Family – Blood Relation – GRANDPA / GRANDMA / Aunt / Uncle / Cousin / Niece
6. Paternity During Pregnancy – NIPP
7. Family tree – 4 haplo groups (Europe, Africa, Asia and Amerindian West American (Indian)
8. DNA health
9. Skin Care
10. Food & Pet sensitivity
11. Genetic cancer detection
12. NIP : Down Syndrome
13. NIPP: Paternity during pregnancy at least 9 weeks old fetus

How does the collection of DNA take place?

Blood is only taken for the NIPP test. (pregnant women – fetus minimum age: 9 weeks)Downsyndrome & Paternity

The inner cheek mucus cells

Do both parents or parties need to be aware of the paternity test?

Yes , the mother is legally determined natural guardian. The presumed father is/or is only regarded as a biological father after a DNA test. As a result, it is obliged to report to the mother within 24 hours that a part of her child's body has been donated for scientific research, namely consanguinity.

Is there a difference between a peace of mind test and a legally valid test?

Yes , the peace of mind test is for private purposes

With a legally valid test, possibly necessary for the court or international bodies such as embassies, banks, notaries and lawyers, there is a legalization from the Notary in the USA. Ask about the legal test for Immigration Purposes. For International purposes, the ISFG membership number of the lab is 1151 and complies with ISO /IEC 17025 certification

If one of the parents does not cooperate with the paternity test and the child is not allowed to go to the clinic, what then?

The test material is given to the applicant for the test.

If there is no space for this, the following consumables can be used for forensic investigations:

1. Used ear sticks
2. Mucus (spit or spit)
3. clipped nails
4. Head hair with root
5. Blood on a napkin or cloth (bubble nose or scrape)
6. Used cup
7. Used straws
8. Used toothbrush
9. Sperm in a condom or swabbed on a napkin.

If your husband/partner refuses to take the test or if you want to conduct an investigation without their knowledge, then what?

10. Sperm – taken up with a napkin and then sealed in a pouch or semen on a cloth or napkin.
11. Cigarette butts
12. Used razors
13. All other articles mentioned above

Can DNA from a deceased person be taken before burial? Yes , ask your lawyer to get permission from the prosecution.

Can mortal remains be examined? Yes , request advice through your lawyer.

Is there aftercare from a psychologist?

Yes , if necessary we refer you to a practice associated with our consultancy.

Is there legal guidance if necessary?

Yes , we refer you to one of the local law practices in Suriname.

Make your appointment at: 597 458679, Zeegelaarstraat 13, PBM, Suriname



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