

General Terms and Conditions of Business (GENERAL TERMS AND CONDITIONS)

CoviMedical GmbH Stone Meadow 18 35685 Dillenburg

A. General

1. CoviMedical GmbH, represented by the Managing Director Christoph Neumeier, Steinwiese 18, 35685 Dillenburg, registered in the Commercial Register of the Local Court of Wetzlar under HRB 8167, Tel: 02771/4278962 (hereinafter referred to as "CoviMedical") operates a large number of corona test centres together with mobile test teams throughout Germany. CoviMedical offers the performance of PCR tests, antigen tests and antibody tests (together Corona tests).
2. These General Terms and Conditions (hereinafter "GTC") of CoviMedical apply to all contracts for the provision of Corona Tests.
3. The customer is a consumer if the purpose of the ordered deliveries and services cannot be predominantly attributed to his commercial or self-employed professional activity. In contrast, an entrepreneur is any natural or legal person or partnership with legal capacity who, when concluding the contract, acts in the exercise of his commercial or self-employed professional activity.

B. Procedure at the test centre

1. to take a Corona test, book an appropriate appointment on the site. In individual cases, spontaneous appointments can also be made at the test centres, subject to availability.
2. at the test centre, trained personnel will take a nasal and/or throat swab from you after establishing your identity.
3. you will usually receive the test result of an antigen test (rapid test) and an antibody test about 15 minutes after testing. You will usually receive the test result of a PCR test (in 98% of cases) about 48 hours after testing. If you do not receive your test result within 72 hours, you will get your money back. You will usually receive the test result of a PCR Rapid test about 30 minutes after testing.
4. to retrieve your test result, call your test centre at <https://15minutentest.de/> , for which you will need the e-mail address and code you have entered.
5. You will receive a certificate of the test result (rapid test, PCR & antibodies) in German and English and, if requested, with the document number used in the booking process. After the test, there is no possibility to add this later.
6. Should you receive a positive result of a Corona test, you must immediately go into domestic quarantine ("Absonderung" in the sense of § 30 of the Infektionsschutzgesetz (IfSG)). Please contact your family doctor or the control centre immediately on 116117.
7. If your test cannot be evaluated or is invalid, which can happen occasionally, please contact CoviMedical's customer support by e-mail. They will send you a free voucher code for this case and you can immediately book a new available appointment.

C. Duties of those being tested

1. 30 minutes before the test, clients should not drink, eat (including sweets or chewing gum), or smoke. In addition, no nasal spray or ointment should be used and no alcohol should be consumed 30 minutes before the test.
2. Test takers must arrive on time at the booked test location and bring the ID card or passport specified in the booking, as well as the QR code that you have previously received by email. Early arrival should be avoided to avoid crowds. If you are going to be late, please inform us immediately. After the end of the booked slot there is no entitlement to testing after the booked time slot has expired.
3. detection of the SARS-CoV-2 virus in a nasal and/or throat swab can only be done if the virus has affected the pharyngeal mucosa and intracellular replication has occurred at a detectable level. According to current knowledge, this multiplication may not start until several days after the infection. If a test is carried out at a very early stage of infection, a negative test result cannot therefore unequivocally exclude an infection. If there is still a suspicion of infection further tests for the detection of the SARS-CoV-2 virus should be carried out and, in addition, the requirements of the Federal Ministry of Health as well as those of other countries of destination, in particular with regard to necessary quarantine measures, should be observed.

D. Liability

1. coviMedical is liable in accordance with the statutory provisions unless liability is excluded under the following provisions.
2. liability for slightly negligent breaches of duty is excluded, unless damages resulting from injury to life, body or health or guarantees or claims under the Product Liability Act are concerned. Furthermore, liability for the breach of obligations, the fulfilment of which is essential for the proper performance of the contract and on the observance of which customers may regularly rely (material contractual obligations), shall remain unaffected.
3. CoviMedical does not assume any liability for the transmission of the test results within the regular period of time specified in clause B.3. In particular, CoviMedical does not guarantee for a certain time of transmission of the respective results.
4. Although CoviMedical applies high scientific standards, in some cases Corona tests may show a false positive or false negative test result or may not be evaluable.
5. CoviMedical shall not be liable for (consequential) damages (e.g. missed flights, flight rebookings, lost profits, etc.) due to a later and/or incorrect transmission of the results, as well as for corona tests that cannot be evaluated.
6. no liability is assumed for the recognition of the findings, in particular for the fulfilment of entry requirements.
7. The above exclusions of liability also apply in favour of CoviMedical's vicarious agents.

E. Prices and methods of payment

1. All prices are inclusive of statutory VAT and plus any shipping costs.

2. payment is made by iDeal, Sofort-Überweisung, Apple Pay, Google Pay, PayPal, VISA, prepayment, SEPA direct debit. The payment methods prepayment and SEPA direct debit can only be selected if the booked appointment is more than 12 days in the future.
3. CoviMedical reserves the right to exclude individual payment methods in individual cases.
4. if you have booked a free citizenship test (antigen test) in one of our test centres, for which CoviMedical has been commissioned by the public health service since 08.03.2021, and the conditions for cost coverage are met, you do not have to make any payments to CoviMedical yourself. By booking a free citizen test, you agree that your data will be forwarded to the Association of Statutory Health Insurance Physicians for billing purposes. Should the reimbursement of the costs by the Association of Statutory Health Insurance Physicians be refused through no fault of CoviMedical, you will be invoiced for the costs of the test already carried out.

F. Data Protection

1. CoviMedical is entitled to store and process data of the customer in accordance with the Data Protection Act within the scope of business transactions for the purpose of order processing.
2. further information on data protection will be provided to the customer on the website <https://15minutentest.de/>

G. Right of withdrawal

1. Information on the right of cancellation for consumers can be found in the cancellation policy in the order process.

H. Final provisions

1. There are no verbal subsidiary agreements.
2. The law of the Federal Republic of Germany shall apply. In the case of consumers (§ 13 of the German Civil Code) domiciled in the European Union, this choice of law shall only apply insofar as the protection granted is not withdrawn by mandatory provisions of the law of the country in which the consumer has his habitual residence. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.
3. The place of jurisdiction shall be the registered office of CoviMedical, provided that the customer is a merchant, a legal entity under public law or a special fund under public law.
4. Should one or more clauses be invalid in whole or in part, the validity of the remaining clauses shall not be affected thereby. The invalid clause(s) shall be replaced retroactively by a provision with the same content as far as possible which comes closest to the purpose of the intended provision. The same shall apply if the GTC contain an unintended loophole.