



The person named on the front of this sheet ('test subject') hereby commissions ender diagnostics ag, Freiburgstrasse 251, 3018 Bern, Switzerland, company number CHE-313.908.198 ('ender') as follows:

1. ender is instructed to carry out a PCR test for COVID-19 infection using a saliva sample from the test subject. Acceptance of the order by ender is automatic unless ender informs the test subject otherwise by SMS or e-mail within 3 hours of submission (1 hour for the Antigen test).
2. ender will endeavour to communicate the test result to the test subject by encrypted e-mail within 5 hours of the departure of the next courier (2 hours after handing in the test for Antigen test). If the test result is not available within 8 hours (whereby the time between 5:00 p.m. and 7:00 a.m. is not counted), the sample does not meet the requirements to be tested. The test subject is then entitled to repeat the test at no additional cost or to reclaim the price paid in full. All other claims against ender are excluded.

Sample giving (daily)	Sample transport (5 times a day)	Expected result
04:00 – 06:55	07:00	12:00
07:00 – 08:55	09:00	14:00
09:00 – 11:55	12:00	17:00
12:00 – 13:55	14:00	19:00
14:00 – 16:55	17:00	22:00
17:00 – 20:00	The next day at 07:00	The next day at 12:00

3. The test subject acknowledges that the rapid test is not 100% reliable and that false negative, false positive or invalid test results cannot be excluded.
4. ender is entitled to call in third parties to fulfil the order or to delegate work to third parties. Due to the legal requirements, ender is obliged to have the test carried out/ accompanied by a certified laboratory and is liable for the correct processing of the order. With regard to the work of the certified test laboratory, ender shall only be liable for proper selection and instruction. ender is only liable for damages incurred by the test subject in connection with the use of the test results in the event of gross negligence or intentional conduct on the part of ender. In any case, liability is limited to the price of the test.
5. The test subject expressly consents to the processing of his/her personal data by ender and third parties commissioned by it and based in Switzerland and/or the EU. This data is used exclusively for the processing of the order and is deleted after a reasonable period of time. They may not be used or passed on by ender or third parties commissioned by it for advertising purposes. The test subject acknowledges that in the event of a **positive test result, the testing laboratory is obliged to notify the competent authorities of the test result and the test subject's personal details**. People who test positive for infection with the coronavirus must act in accordance with the instructions of the authorities (for more information, see the website of the Federal Office of Public Health www.bag.admin.ch).
6. This order is completed upon communication of the test result. Samples cannot be used more than once.
7. Any amendment, modification or extension of this order requires the written consent of ender and the test subject.
8. This order shall be governed exclusively by Swiss substantive law. All disputes arising out of or in connection with this order shall be decided exclusively by the courts of the City of Bern.