

## TEST REQUISITION FORM

Please complete this test requisition form and return it with the Cxbladder sample. Failure to do so may delay the test result. For further assistance, contact customer service on 1 300 292 523

### I. SAMPLE INFORMATION (REQUIRED)

Test Required:

☐ Cxbladder Triage

☐ Cxbladder Detect

☐ Cxbladder Monitor

Sample Collection Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
DAY MONTH YEAR

### II. PATIENT INFORMATION (REQUIRED)

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Middle Initial(s): \_\_\_\_\_ Date of Birth (dd/mm/yy): \_\_\_\_\_ Gender: ☐ Female ☐ Male  
Address: \_\_\_\_\_  
City/Town: \_\_\_\_\_ Postcode: \_\_\_\_\_  
Medicare No: \_\_\_\_\_ Preferred Phone Number: \_\_\_\_\_

### III. IMPORTANT PATIENT HISTORY - REQUIRED FOR CXBLADDER TRIAGE ONLY

#### Smoking History (answer both)

☐ Non Smoker (less than 100 cigarettes/lifetime) ☐ Ex-Smoker (stopped more than 1 year ago) ☐ Current Smoker

#### Haematuria History (tick one)

☐ No ☐ Yes Microhaematuria, confirmed by dipstick or microscopy

☐ No ☐ Yes Macrohaematuria (visible blood in urine): *(If Yes, then complete the following)*

Macrohaematuria most recent event: ☐ Within the last week ☐ Within the last month ☐ Within the last year

Macrohaematuria duration of the most recent event: ☐ Less than 10 days ☐ 10 days or longer

Macrohaematuria frequency (average): ☐ One or less episode/day ☐ More than one episode/day

### IV. IMPORTANT PATIENT HISTORY - REQUIRED FOR CXBLADDER MONITOR ONLY

**If this information is not provided in full, a Cxbladder Monitor result cannot be reported.**

Does the patient have a prior history of Urothelial Carcinoma (UC)? (Check one) ☐ Yes ☐ No

*If No, then request Cxbladder Detect or Cxbladder Triage*

When was the last diagnosis of UC for the patient? \_\_\_\_/\_\_\_\_/\_\_\_\_  
DAY MONTH YEAR

*Note: Diagnosis of UC may be histopathological confirmation of resected tissue, biopsy or tissue visualised and treated by fulguration*

What was the most recent diagnosis of UC? (Check one) ☐ Primary disease ☐ Recurrent disease

### V. HEALTHCARE PROFESSIONAL INFORMATION (REQUIRED)

Cxbladder test results will be sent to the nominated Healthcare Professional (GP and/or Specialist).

Name: \_\_\_\_\_  
AHPRA Reg. No: \_\_\_\_\_  
Practice: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Town: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Result Transmission: ☐ Electronic download (sharefile) ☐ Fax ☐ Mail

☐ Additional Healthcare Professional:

Name: \_\_\_\_\_  
AHPRA Reg. No: \_\_\_\_\_  
Practice: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Town: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### VI. HEALTHCARE PROFESSIONAL'S COMMENTS

## TOLMAR AUSTRALIA STANDARD TESTING TERMS AND CONDITIONS

These terms and conditions apply to the performance of all Testing Services distributed in Australia by Tolmar Australia Pty Ltd (TA). They apply to the exclusion of any purchase order or other terms and conditions of the Customer, except as expressly agreed in writing by TA.

### 1. DEFINITIONS In these Terms and Conditions:

**Customer** means the party ordering Testing Services from TA;  
**Cxbladder Test** means either Cxbladder Detect, Cxbladder Triage or any other Cxbladder branded test that is made available by TA for commercial sale in Australia;

**Result** means the test result arising from the performance of the Testing Services in relation to a Sample;

**Sample** means a human urine sample collected using a USS;

**Terms and Conditions** means these terms and conditions;

**Testing Services** means the provision of the Cxbladder Test by TA or any TA designated laboratory that has the regulatory approval to perform the Cxbladder Test in relation to Samples delivered by the Customer to TA in order to generate the Result; and

**USS** means the urine sample system that TA or its licensor designs from time to time specifically for use with the Cxbladder Test.

### 2. PERFORMANCE OF TESTING SERVICES

2.1 TA will perform the Testing Services and supply Results in accordance with TA's then current Standard Operation Procedure. The Customer may request from TA a copy of TA's then current Standard Operation Procedure.

2.2 The Testing Services will be performed solely in relation to Samples taken using USS's. TA will not perform any Testing Services in relation to any human urine sample not collected using a USS, or in relation to any Sample taken using a USS that has passed its expiry date.

2.3 The Customer will ensure that patient data is provided to TA in connection with each Sample using the Test Request Form supplied in the USS. TA will retain ownership of all patient data forms provided to TA during the course of performance of the Testing Services.

2.4 It will be the responsibility of the Customer to courier each Sample to TA. Risk of loss of or damage to any Sample will not pass to TA until receipt of the Sample by TA.

2.5 If a quality control problem is identified with any Results generated by the Testing Services provided by TA, TA will analyse the problem to determine which party was responsible for the problem. TA will be responsible for the problem if it is due to TA's failure to comply with TA's then current Standard Operation Procedure. The Customer will be responsible for the problem if it is due to a poor quality Sample being submitted by the Customer including where the patient has not correctly followed the user instructions for the USS or the USS has expired. The party who is found to be responsible for the problem will pay for the costs of re-performing the Testing Services to resupply the relevant Results and, if necessary, the supply of a replacement USS to collect a useable Sample from the patient to allow TA to reperform the Testing Services.

2.6 The Customer will not provide to TA:

2.6.1 any results pertaining to the disease status of any individual in relation to whom the Testing Services are performed; or

2.6.2 any information to allow TA to determine the disease status of any individual in relation to whom the Testing Services are performed.

2.7 Where the Customer is not the health care provider responsible for the relevant patient, the Customer will ensure that each patient's Result report is delivered to such health care provider responsible for the patient, within five Business Days following receipt of the Result report from TA.

### 3. WARRANTIES AND LIABILITY

3.1 TA warrants that the Testing Services and Results will be provided using reasonable skill and care. The Customer's sole remedy against TA and TA's sole responsibility to the Customer in respect of any problems with the Testing Services and Results, will be (where the problem is TA's responsibility under clause 2.5) for TA to re-perform the Testing Services or resupply the relevant Results in accordance with clause 2.5.

3.2 TA provides a warranty in relation to each USS, covering material defects in design, construction and materials. This warranty covers the period from delivery until the expiry date of the USS. In the event of a defect in any USS during the applicable warranty period, the Customer's sole remedy will (in addition to any remedy under clause 2.5 in relation to problems with the Testing Services or Results) be to seek a replacement USS from TA or its nominee.

3.3 Subject to clauses 3.1 and 3.2, and apart from any condition or warranty implied by statute that cannot be excluded, restricted or modified by these Terms and Conditions, TA excludes all express or implied warranties in relation to the Testing Services or USS's including, but not limited to, implied warranties as to merchantability or fitness for a particular purpose. All statements, technical information and recommendations about the USS's and Testing Services are believed to be reliable, but do not constitute a guarantee or warranty.

3.4 While TA will use reasonable skill and care in performing the Testing Services, TA does not give any warranties or representations that the Results will be accurate. All results are produced in a highly regulated laboratory and the analytical output will be consistent with the overall accuracy of the test performance as defined on the test report form. The output will be directly dependant on the quality of the urine sample for which TA will provide no warranty.

3.5 The Customer acknowledges that the Cxbladder Test is designed to assist with the diagnosis and detection of bladder cancer, but it is only one of many tools available to physicians and medical professionals. Physicians and medical professionals must use their own clinical discretion, judgement and expertise as to the most appropriate diagnostic tools to use in any particular situation. No person should act in sole reliance on the Cxbladder Test.

3.6 The Customer may not make any representations or warranties to any patient or medical practitioner about the effectiveness or accuracy of the Cxbladder Test, except as authorised by TA in writing.

3.7 Without in any way limiting clauses 3.1 to 3.6, the maximum liability of TA arising out of any and all claims under these Terms and Conditions, or relating to the Testing Services will not in any circumstances exceed the fees actually paid by the Customer for the Testing Services the subject of those claims.

3.8 In no event will TA be liable (whether in contract, tort including negligence, or otherwise) to the Customer for:

(a) loss of revenue or profit, loss of anticipated savings, loss of goodwill or opportunity, loss of production, loss or corruption of data or wasted management or staff time; or

(b) loss, damage, cost or expense of any kind whatsoever that is indirect, consequential, or of a special nature, arising directly or indirectly out of these Terms and Conditions, even if TA had been advised of the possibility of such loss, damage, cost or expense, and even if such loss, damage, cost or expense was reasonably foreseeable by TA.

3.9 The Customer may not bring any proceedings under these Terms and Conditions in relation to:

3.10 any act or omission of TA; or

3.11 any breach by TA of these Terms and Conditions,

3.12 more than two years following the date the Customer first became aware of the relevant act, omission or breach.

3.13 None of the exclusions or limitations set out in these Terms and Conditions will have the effect of limiting or excluding any form of liability where such liability cannot be so limited or excluded under applicable law.