# GENERAL TERMS AND CONDITIONS FOR DENTAL OUTPATIENT SERVICES

## 1. Introduction, definitions:

These General Terms and Conditions outline the terms for providing non-contributory (fee-for-service) dental outpatient care services by the Provider, as well as the rights and responsibilities of both the Provider and the Client regarding the delivery of such services.

In the application of these General Terms and Conditions:

**Service Provider**: the VU Dental, Dental, Trade and Service Company (registered office:H-1111 Budapest, Bartók Béla út. 56., I. floor. 1., represented by Dr. Márton Ferenc Horváth, Managing Director, tax no: 24810243243), which provides fee-based outpatient dental services to the Client, without any obligation for ongoing maintenance.

**Patient**: the individual person named in the Treatment Plan who receives fee-based dental outpatient service provided by the Service Provider.

**Client**: the Patient who has the legal capacity to act, or in cases where the Patient lacks full capacity, the legal representative of the Patient, who enters into a contract with the Service Provider for the provision of Individual Services while acting on behalf of the Patient.

**Treatment Provider**: a health care professional designated by the Service Provider, acting on behalf of the Service Provider and having a legal relationship with the Service Provider, who possesses the necessary medical qualifications to establish the examination and treatment plan for the patient's specific illness or health condition, as well as any person who carries out interventions within the framework of the treatment plan.

**General Terms and Conditions (GTC)**: the present document that specifies the rights and obligations of the Parties in relation to fee-based outpatient dental care.

**Individual Service Contract (ISC):** an individual contract between the Provider and the Client for the delivery of dental outpatient services to the Patient, which encompasses all legal declarations made in the Provider's office that are necessary for the Provider's activity constituting the entire treatment process, and which are signed by the Client on the Provider's forms or provided to the Client personally by the Provider before, during, and after the treatment. The documents mentioned in this clause include particularly but not exclusively: the Treatment Plan, Dental Anamnesis Sheet, Patient Rights Information, Surgical Treatment Consent, Pre-Surgical Information, Post-Surgical Information, Data Handling Statement, Warranty Statement for Temporary Protheses, Post-treatment information, Warranty information, Acceptance form, as well as any other new forms or medical or patient information introduced in the future or other forms including additional declaration forms, regardless of their titles. The Service Provider expressly reserves the right to continuously improve its medical and treatment documents. The Individual Service Contract between the Service Provider and the Client shall take effect upon the use of the service (by way of implied conduct)

in accordance with the content outlined in these GTC. even if the GTC are not signed for any reason.

For definitions not explicitly provided in this chapter, the definitions established in the relevant legislation shall apply (particularly, but not limited to, in Act CLIV of 1997 on Health Care, Act XLVII of 1997 on the Management and Protection of Health and Related Personal Data and Act V of 2013 on the Civil Code).

## 2. The establishment of a contractual relationship between the parties and its content

2.1. The Client orders the fee-based outpatient dental services for the Patient, as outlined in the Service Provider's Treatment Plan and the price quotation, which the Client has accepted.

2.2. The Client acknowledges that the Service Provider offers dental services based on a public price list. Therefore, if the Service Provider does not provide the Client with an individual written offer, the current price list displayed at the practice and available on the Service Provider's informational website will be considered the price offer. In cases requiring more complex treatment, the Service Provider will provide a written quotation based on an individual assessment. The individual offer will be binding on the Service Provider for a period of 30 days from the date it is communicated to the Client. The Service Provider also reserves the right to make changes for professional reasons during the offer period.

2.3. The Service Provider undertakes to provide the Patient with the health care services specified in the Treatment Plan and the Service Provider's quotation in accordance with the Client's order and in compliance with the applicable legislation as well as professional and medical standards. The Service Provider declares that they have the necessary professional, official, and operating licenses and conditions for the provision of services and have a medical liability insurance contract for providing their services, which also covers the persons acting on the Service Provider's behalf.

2.4. The Service Provider shall perform the service(s) undertaken according to the Contract by using dentists, assistants, specialist assistants and subcontractors with appropriate expertise and qualifications, and shall provide the necessary dental and other materials at the times and with the frequency agreed between the dentist providing the treatment and the Client, in compliance with the legal and professional regulations governing his/her activities.

2.5. By signing the Contractual Agreement or the individual declarations that form its content, the contracting parties expressly agree that the Service Provider may also use subcontractors for the performance of the ordered service(s), in particular for dental care, dental technology, other special medical interventions, medical treatments, orthodontics,

for whose activities Service Provider is responsible as if he/she had carried out the subcontracted activities him/herself. The Service Provider may also sell these intermediated services to the Client in unchanged form and content, but not necessarily at unchanged price.

2.6. The Contract is concluded on the day the Client signs the medical history form, and the surgical consent form prior to the first consultation and the preparation of the treatment plan, or when the treatment starts under the terms specified in the individual quotation, or when the Service Provider confirms the Client's order in writing with the same content. The signing of the Treatment Plan and the Surgical Consent Form, which includes the quotation, means acceptance of the treatment plan, the quotation, and these General Terms and Conditions. If the Treatment Plan does not include a separate quotation, the signing of the Treatment Plan signifies acceptance of the fees listed in the publicly posted price list.

2.7. The Parties define the order and content of the dental outpatient service(s), and the materials required for the provision of such service(s) chosen by the Client under the Terms and Conditions of these GTC, and the content specified in the Service Agreement, which form an integral annex to these GTC. After establishing the contract, the Client must notify the Service Provider about any requested changes in writing and the Service Provider is only obliged to implement these changes if they are technically justified and have been accepted in writing. Any other instructions from the Client different from the contract are only valid if the Service Provider has confirmed them in writing.

2.8. The Client is obliged to complete the medical history form (anamnesis) in full before starting the treatments and submit it to the Service Provider. The Client is obliged to provide the Service Provider with the following personal data before starting the treatment: family and given name, address, place and date of birth, mother's name, social security number /TAJ) or personal identification number and must present his/her identity document. By signing the medical history form and/or these General Terms and Conditions (GTC), the Client acknowledges the content of the detailed Data Processing Information provided by the Service Provider in a separate document, the current version of which is available at the Service Provider's reception desk. By signing these General Terms and Conditions, the Surgical Consent Form and/or the medical history form, the Client declares that the Service Provider has provided the necessary prior information regarding the data processing carried out by the Service Provider to the Client, who acknowledges the contents therein.

2.9. By signing the medical history form and/or these General Terms the Service Provider informs the Client that the Service Provider and all natural persons acting on behalf of the Service Provider are obliged to protect any information they become aware of regarding the Patient as medical secrets in accordance with relevant laws, professional and ethical rules, and to comply with the data processing regulations as per the applicable laws. The Client acknowledges and does not object to the fact that, for security reasons, audio and video recordings may be made in the public premises shared by the Service Provider, and the Service Provider is entitled to present the content of these recordings exclusively to the police authorities if necessary.

2.10. The Client hereby explicitly acknowledges that the Service Provider primarily uses the contact information provided by the Client for the purpose of informing the Client (e.g., about the appointment times or any potential changes to them).

2.11. The Client hereby expressly consents to the Service Provider taking photographs and/or video recordings of the Patient during the treatments for the purposes of monitoring and documenting the treatment, as well as for professional quality assurance. The recordings shall form an exclusive part of the medical records; the Service Provider shall treat them confidentially and shall not disclose them to any third party, unless required by law. The Client acknowledges that these recordings serve solely for internal medical documentation and quality assurance purposes, and they may only be used for marketing or other public purposes if the Patient has given their separate, express consent to such use.

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## 4. Starting the treatments

4.1. The Client acknowledges that the Treatment Plan is based on the Service Provider's proposal, which the Client approves by signing a separate document. If the Treatment Plan is not signed, the Client approves the Treatment Plan without a separate declaration by commencing treatment with the Service Provider. The Service Provider is entitled to deviate from the Treatment Plan independently; however, in the case of significant professional deviations, the Service Provider is obliged to consult the Client in advance. Changes to the Treatment Plan may result in the automatic modification of the calculated quotation.

4.2. The Client acknowledges that a panoramic X-ray may be required during the first consultation to assess the condition of the Patient's teeth and mouth. For the X-ray, the Service Provider charges the fees listed in the current price list. If the Patient has an X-ray that is not older than 30 days old, he/she is entitled to request the use of the provided X-ray, if it was taken in accordance with the relevant professional standards.

4.3. The Service Provider charges the fee specified in the current price list for the initial consultation and the preparation of the Treatment Plan

4.4. In the event of incomplete or delayed provision of information by the Client, the Service Provider is entitled, at their discretion, to withdraw from the contract or to modify the Treatment Plan.

## 5. Rights and obligations of the parties

5.1. The Service Provider is entitled to modify the Treatment Plan at any time in medically justified cases. The Service Provider is obliged to inform the Client about the amendments and their reasons and to prepare a new Treatment Plan.

5.2. The Service Provider may use auxiliary services (subcontractors, experts) for the treatments, and the treatments may also justify the provision of an intermediary service, particularly in the case of dental work. The Client acknowledges that the provision of the service may require the Service Provider to share information covered by medical confidentiality about the Patient and the treatment provided with the performance assistants it has engaged. The Service Provider warrants that such information will be disclosed solely for the purpose of providing the Service and to the extent necessary. The Client consents to the disclosure of medical confidential information to the Performance Aides pursuant to this clause and authorizes the Service Provider to disclose such information.

5.3. During the treatment, the Customer may, at any time, at his/her own risk, request the interruption of the treatment (resumption

- defects and damage that are demonstrably due to the

at a later date) or the termination of the treatment (discontinuation). In this case, the Customer shall only be liable to pay for the treatment and dental work performed by the Service Provider until the notice of termination. If the Client continues a treatment that has been started with another health care provider, the Service Provider is not obliged to continue the treatment specified in the previous Treatment Plan at a later date.

5.4. The Service Provider reserves the right to interrupt the treatment at any time without any obligation to pay compensation or indemnification if the Client's health or mental condition prevents the treatment, or if the Client has an overdue debt to the Service Provider.

5.5. The Service Provider reserves the right to change the treatment date established in advance with the Client, with prior notice to the Client, or to appoint another person to continue the treatment instead of the current treating person.

5.6. The Service Provider shall be entitled to change the services it undertakes to provide at any time after the Treatment Plan has been accepted, without the Client's approval, but with subsequent notification, if required by relevant professional standards or legal requirements.

5.7. During the use of the Service, the Parties ae obliged to cooperate. As part of fulfilling this obligation to cooperate, the Client shall inform the Provider or the person providing the treatment of all circumstances affecting the Patient, including, but not limited to all previous illnesses, medical treatments, medication, or medicinal products taken, health-damaging risk factors, pathological addictions, which are necessary for establishing the medical history, for preparing the appropriate treatment plan, and performing the interventions. The Client's obligation to provide information extends to all facts related to the Patient's illness (particularly infectious diseases, conditions excluding the performance of certain occupations) that may endanger the life or physical safety of others. If the Client fails to fulfill this obligation, or only partially fulfills it, the Service Provider shall not be held professionally or financially responsible for the consequences arising from the failure.

## 6. Fees, payment terms, cancellation of treatment

6.1. As compensation for the treatments, the Client is obliged to pay the Service Provider the fees calculated according to the current price list or those specified in the individual price quote. In addition to the fees mutually agreed by the parties, the Service Provider is entitled to claim additional costs arising from the fulfillment of Client requests that differ from the materials and technologies specified in the relevant Contract.

6.2. If the treatment performed by the Service Provider is completed on the day of commencement of the treatment, the full fee is due immediately after the treatment, in cash, by credit card payment or by bank transfer, as specified in the price quote and Treatment Plan. If the treatment is not completed on the day of commencement, the Client is obliged to pay the full fee for the treatment as follows: the Client must pay 50% of the full fee immediately after the first treatment appointment, but before the work begins, while the remaining part of the fee must be paid on the last treatment day, immediately upon completion of the treatment. Prior to the commencement of treatment, the Client and the Provider may individually agree that the Client is entitled to pay the treatment fee in instalments as specified in the individually concluded instalment payment agreement. However, in the absence of such an agreement, the above provisions shall apply to the due date of the treatment fee.

6.3. The Service Provider does not accept cheques. In addition to the payment methods specified above, the Client is also entitled to utilize the treatment through post-financing with an insurance company or health insurance fund specified by the Service Provider in their information, but in this case, the Client is obliged to notify the reception desk prior to the treatments. The list of the insurers and health insurance funds accepted by the Service Provider is included in the Service Provider's information document, which forms an integral part of the price quote.

6.4. If the Client fails to pay the fee for any reason after the completion of the treatment, he/she is obliged to sign a debt acknowledgement statement, in which case the Client can settle the debt within 14 days after the treatment without any additional fees. If the Customer fails to fulfill their obligation to sign the debt acknowledgement statement or the 14-day period mentioned in the previous sentence expires without result, the Service Provider is entitled to legally enforce the due claim and all its accessories against the Client, in which case the costs of these proceedings shall also be borne by the Client. If the Client does not fulfil their obligation to pay the fee even after being notified, the Client cannot pursue any claims to which they are entitled under the contract against the Service Provider through the competent authorities until they have fulfilled their payment obligation to the Service Provider.

6.5. The Parties agree that in the event of late payment, interest on late payment shall be payable for the period of delay at the rate specified in the applicable legislation, currently Act V of 2013 (Hungarian Civil Code).

6.6. The Service Provider hereby informs the Client that the ongoing treatment cannot be modified without the consent of the person performing the treatment.

- if the Patient does not undergo regular tartar removal treatments
- if the patient experiences significant weight loss or gain in a short period of time

6.7. The Service Provider informs the Client that cancellations for scheduled treatments must be made at least 24 hours before the appointment. If the appointment is cancelled within 24 hours, the Service Provider will charge the Client a cancellation administration fee of HUF 25,000, which will be applied during the next treatment.

## 7. Warranty

7.1. The Service Provider offers a warranty for the treatments it performs in cases mandated by laws and medical professional regulations. The duration of the warranty is in accordance with the guidelines provided by the Dental Division of the Hungarian Medical Chamber. The warranty period applicable to each treatment is specified in the warranty statement provided during the treatment.

7.2. The Service Provider reserves the right to exclude its liability in cases of complaints arising solely from aesthetic reasons (particularly considering the subjective nature of orthodontic, periodontal, and dentoalveolar surgical outcomes), provided that the final results of the orthodontic activities or dentoalveolar surgeries are professionally (medically, anatomically) in line with the intended outcomes, but the patient cannot accept them solely for aesthetic reasons.

7.3. **Mandatory dental check-ups:** the Service Provider hereby informs the Client that regular dental check-ups are required as follow-up care to maintain the warranty, especially but not exclusively after periodontal treatments, until the person performing the treatment orders the discontinuation or reduction of these check-ups. After dentoalveolar surgeries, particularly dental implants, oral hygiene treatments are required twice a year, and an X-ray check-up once a year, for which the Service Provider charges a separate fee. The risks arising from the failure to perform these check-ups lie solely with the Client, and in the event of failure, the Service Provider is released from its warranty obligations.

- defects and damage that are demonstrably due to the

7.4. The warranty does not cover temporary solutions, subsequent root canal treatments for teeth with crown/bridge, unforeseen natural reactions of the patient's body, consequences caused by improper use, or unforeseen outcomes resulting from inadequate oral hygiene.

7.5. The Service Provider is exempt from its warranty obligations in the following cases:

- if the Patient fails to attend the follow-up examinations as specified in section 6.3,
- if the Patient neglects their oral hygiene
- if the patient does not follow the dentist's instructions (for example, does not wear a full-coverage denture at night)
- if the Patient seeks dental treatment or dental technical work from another provider after the treatment
- if the Patient does not properly care for removable dentures, such as partial dentures with partial plates or complete dentures with plates,
- if there is gum recession or bone loss
- if the Patient smokes
- if the Patient regularly consumes alcohol
- in case of temporary or permanent loss of dentures, if it is attributable to:
  - defects and damage caused by improper use, by accident, or extreme force,
  - defects and damage that are demonstrably due to 3the

Client's failure to follow the Service Provider's instructions, particularly but not limited to, not following the medical guidelines specified in the Warranty Statement,

- if it is attributable to the Patient's deteriorating health and the resulting malfunction of the implanted material caused by the Patient's lifestyle, bad habits (e.g. teeth grinding) or illness.

– if mechanical damage to removable dentures (such as dropping or during contact sports), or chemical damage caused by chemical substances (such as concentrated alcohol or chemicals) occurs
– if the Patient's complaint is a complication that arises as an accepted consequence within the profession (e.g., the need for root canal treatment after a filling or other treatment involving the tooth)

7.6. In the event of a dental technical error covered by the warranty - provided that the warranty conditions are met - the Service Provider is obligated to cover all dental and dental-technical costs related to the repair or replacement, The location for the repair or replacement will be the Service Provider's current office. The warranty does not extend to costs associated with using another dental service or travel-related expenses
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**8. <u>Complaints</u>**

8.1. The Client is required to promptly communicate any quality complaints in writing to the Service Provider after noticing them, within the warranty period.
8.2. The Client is required to attend a follow-up examination to investigate the complaint, provide the disputed dental work to the Service Provider, and supply all information and data related to the complaint. Both Parties will record the examination in a protocol. If the Client's quality complaint proves to be valid, the Service Provider is obligated to respond within 4 (four) business days from the examination of the disputed work whether he/she can fulfill the Client's legally asserted claim for correction or replacement within an additional 14 (fourteen) business days.
8.3. If the Service Provider is exempt from its warranty obligations for any reason specified in these General Terms and Conditions or if the disputed dental work cannot be investigated due to its loss or other reasons (e.g., delayed submission of the complaint), the Service Provider will not accept the complaint.

**9. <u>Miscellaneous and final provisions:</u>**

9.1. Unless the Individual Service Contract (ISC) provides otherwise, the Parties conclude it for a fixed term until its complete performance by both Parties. On the part of the Service Provider performance is the provision of the outpatient care services ordered by the Client and undertaken by the Service Provider for a fee, in accordance with the ISC. On the Part of the Client, performance is the full payment of the fee due to the Service Provider under the ISC. During the term of the ISC, individual orders for treatments, materials, and mediated services will be placed and performed in accordance with the conditions of this contract and the updated conditions specified in the current ISC.

9.2. The Parties submit to the exclusive jurisdiction of the Budapest II and III District Court of Hungary, before which the Hungarian substantive and procedural law shall apply, for the resolution of disputes arising from this contract.
9.3. Issues not regulated in these GTCs and the ISC shall be governed by Hungarian law, in particular by the Act CLIV of 1997 on health care, the Act LXXXIV of 2003 on certain issues of health care activities, the Act XLVII of 1997 on the management and protection of health care and related personal data, the Government Decree 96/2003 (July 15.) on the general conditions for the practice of health care services and the licensing procedure, and the Government Decree 60/2003 (October 20) of the Ministry of Health (ESZCSM) on the minimum professional requirements necessary for providing health services, as well as the Civil Code and other health and social security regulations, professional guidelines, and all applicable professional and medical ethical regulations relevant to the person performing the treatment at the Service Provider.

By accepting the Offer or by signing any of document of the ISC, particularly but not limited to, the Surgical Consent Statement and the Treatment Plan, the Client acknowledges that he/she has read and understood the provisions of these General Terms and Conditions (T&C) and that he/she recognizes that the legal relationship between the Provider and the Client regarding the provision of fee-based outpatient dental care is established in accordance with the provisions of these T&C.

VU Dental
Dental, Commercial and Service Ltd.
represented by Dr. Márton Ferenc Horváth, Managing Director