

## Gynaikon Klinieken General Terms and Conditions

Applicable to:

1. Gynaikon Klinieken Roermond B.V. in Roermond, registered in the Chamber of Commerce's trade register under number 67547982.
2. Gynaikon Diensten B.V. in Rotterdam, registered in the Chamber of Commerce's trade register under number 67548180.
3. Stichting Gynaikon Klinieken, registered in the Chamber of Commerce's trade register under number 67466206.

### 1. Definitions

The following definitions apply in these general terms and conditions:

**Clinic:** Gynaikon Klinieken (Roermond, Rotterdam, and the Stichting [Foundation] as specified above) and/or the (independent) medical specialists, physicians, support staff, and other persons engaged by Gynaikon Klinieken.

**Treatment Contract:** the agreement with the patient under which the clinic undertakes to perform the medical treatment or tests that relate directly to this patient.

**Patient:** the other party to the clinic in the treatment contract.

**Medical Treatment:** outpatient treatment or consultation and all other, specialist or otherwise, healthcare or services.

### 2. Applicability

- 1) These terms and conditions govern all treatment contracts entered into by the clinic and associated (independent) medical specialists and physicians with patients, as well as all distance contracts between the clinic and the patient.
- 2) Any patient who wants to enter into a treatment contract can find the general terms and conditions on the clinic's website ([www.gynaikonklinieken.nl](http://www.gynaikonklinieken.nl)). If the patient does not have access to the internet, the clinic will provide the terms and conditions in paper format immediately on the patient's request.
- 3) A deviation from or addition to these general terms and conditions shall be effective only if specifically accepted by the clinic.
- 4) The nullification and/or invalidity of any provision of these terms and conditions will not affect the validity of the remaining provisions of these terms and conditions. The conflicting, not legally valid provision will be deemed to have been replaced by a provision that does the greatest possible justice to the aim and purpose of the original provision.
- 5) In case of conflicts between the treatment contract and these general terms and conditions, the provisions of the treatment contract will take precedence.

### 3. Clinic details

- 1) **Name:** Gynaikon Klinieken Roermond B.V.  
**Address:** Bredeweg 239, NL-6043 GA Roermond  
**Telephone number:** +31 (0)88-8884444  
**Email address:** [info@gynaikon.nl](mailto:info@gynaikon.nl)  
**Website:** [www.gynaikonklinieken.nl](http://www.gynaikonklinieken.nl)  
**Trade register number:** 67547982  
**AGB-code:** 49493202

- 2) **Name:** Gynaikon Diensten B.V.  
**Address:** Strevelsweg 700 - 204, NL-3083 AS Rotterdam  
**Telephone number:** +31 (0)88-8884444  
**Email address:** [info@gynaikon.nl](mailto:info@gynaikon.nl)  
**Website:** [www.gynaikonklinieken.nl](http://www.gynaikonklinieken.nl)  
**Trade register number:** 6748180  
**AGB-code:** 49493202

- 3) **Name:** Stichting Gynaikon Klinieken  
**Address:** Bosveld 15, NL-6099 AN Beegden  
**Telephone number:** +31 (0)88-8884444  
**Email address:** [info@gynaikon.nl](mailto:info@gynaikon.nl)  
**Website:** [www.gynaikonklinieken.nl](http://www.gynaikonklinieken.nl)  
**Trade register number:** 6748180  
**AGB-code:** 49493202

**Medical acts:** In all its activities, the clinic observes the standards of a good provider of care and acts in compliance with the current professional standards and guidelines of the profession.

### 4. Establishment and termination of the treatment contract

- 1) The patient accepts the General Terms and Conditions. They are available on Gynaikon Klinieken's website ([www.gynaikonklinieken.nl](http://www.gynaikonklinieken.nl)).
- 2) A contract is established by the patient giving consent. The clinic confirms the contract in writing. 'In writing' also includes by email.
- 3) The text of the confirmation specified in Paragraph 1 of this article determines the content of the contract.
- 4) It is the patient's responsibility to provide all the required information on time, in full, and without error.
- 5) The treatment contract can only be cancelled by the healthcare provider or the clinic as specified in Chapter 7 of these general terms if they have compelling reasons to do so. Compelling reasons include unacceptable behaviour by the patient towards the clinic, its staff, or volunteers active at the clinic and/or towards fellow patients or their visitors, failure to provide information needed for the medical treatment, disruption of the relationship of trust, failure to comply with agreements and/or failure to pay (advance) bills. If the patient cancels the treatment contract, the clinic will cease to bear responsibility for the treatment.
- 6) The patient may cancel the treatment contract at any time. If the patient cancels the treatment contract, he or she must reimburse the clinic for all costs the clinic has incurred up to the point of cancellation, whereby the clinic is required to provide proof of these costs.

### 5. Patient's duty to provide information and cooperate

- 1) The patient is under an obligation to, to the best of his or her ability and knowledge, cooperate and provide information including showing legally valid proof of identity.
- 2) The patient is under an obligation to provide accurate information with respect to his or her name, residential address, contact details, general practitioner, and insurance details. Changes to this information must be reported to the clinic as soon as possible. Any consequences of failure to provide accurate information will fall to the patient or client.
- 3) Every patient must always be able to show legally valid proof of identity as and when requested by the clinic. If a patient is unable to show such valid proof of identity when asked, the clinic will be authorised to suspend the treatment contract, unless it concerns acute care.

### 6. Clinic code of conduct

All patients, visitors, and specialists are under an obligation to abide by the clinic's code of conduct:

- 1) The patient comes first in the clinic's healthcare services.
- 2) Discrimination is absolutely prohibited. Everyone has a right to equal treatment. There is respect for each other's ideological beliefs, customs, values, and standards.
- 3) Aggression, violence, and threats are not tolerated in the clinic, whether it be abusive language, kicking, spitting, tormenting, or any kind of aggressive behaviour.
- 4) Sexual harassment is not accepted. What may seem like innocent behaviour to some can be intimidating to others. What the other experiences is what matters.
- 5) The clinic has rules in place with respect to protection, safety, and privacy. Everyone must abide by these rules.
- 6) Be careful with the clinic's and other people's properties. Do not unnecessarily make anything dirty or break anything. Anyone who is in the clinic will personally be responsible for their own properties.
- 7) Do not appropriate any items that are the property of someone else or the clinic.

### 7. Cancellation

- 1) If the patient cannot come to an appointment for medical treatment, he or she must cancel the appointment at least 2 working days (48 hours) before the appointment. The patient can do this by phone or by email ([info@gynaikon.nl](mailto:info@gynaikon.nl)).
- 2) The clinic reserves the right to charge the

patient for costs incurred by the clinic for appointments for medical treatment that are cancelled 2 working days (48 hours) or less before the appointment date or for which the patient does not show up, whereby €75 will be charged for a first appointment and €40 for a follow-up meeting. Barring proof to the contrary, the clinic's records shall be taken as proof that an appointment was made.

- 3) If a patient comes in for a consultation, medical treatment, or procedure on the agreed date and at the agreed time, but has to leave early due to circumstances, the patient will be liable to cover lost earnings and pay for the time, space, and staff reserved by the clinic for the consultation, treatment, or procedure.

## 8. Payment

- 1) The patient is liable to pay the clinic for the medical treatment, service, dietary supplements, and/or other services provided, whereby the fee payable is based on the rates set by the clinic, to the extent that these fees are not covered directly under the Dutch Healthcare Insurance Act (Zorgverzekeringswet), the Dutch Long-Term Care Act (Wet langdurige zorg), or a subsidy scheme.
- 2) Barring any exceptions specified in the law, the clinic will send the bill for the treatment, consultation, and dietary supplements (or for a part thereof) to the patient. The patient shall at all times personally be responsible for payment of the bill. The bill must in principle be paid in cash or in a way that ensures that the clinic has received payment within 14 days after the date on the bill.
- 3) If the patient has failed to pay the bill within the payment term, the clinic will send the patient a notice of default in the form of a payment reminder. The patient will then have 14 days from the payment reminder date to pay the bill.
- 4) After a second payment term has been exceeded, all costs involved in collecting the amount due with or without legal proceedings will fall to the patient/debtor. The patient will, furthermore, be liable to pay interest at the statutory rate from the expiry date of the first payment term.
- 5) Failure to comply within the term set in the payment reminder will have the following consequences for the patient: a) All outstanding amounts due to the clinic from the patient will, irrespective of any stipulations or arrangements to the contrary, be immediately payable. b) The patient will receive a demand for payment giving him/her one final opportunity to immediately fulfil his/her obligations. The patient will be informed of the fact that failure to make that payment will lead to the receivable(s) being handed over to a third party for collection. The resulting collection charges are set at a minimum of €48.40 as per the standards for out-of-court collection charges.
- 6) In case of failure to comply with the payment obligation, the clinic may suspend the treatment contract. However, failure to

comply with the payment obligation does not authorise the clinic to postpone or cancel acute medical care.

- 7) The patient cannot rely on setoff if the clinic challenges the patient's counterclaim on good grounds.

## 9. Medical record

- 1) All consultations, medical treatments, medication prescribed, and procedures will be recorded in a medical record and in progress reports to the referrer/GP by the attending physician, provided that the patient has consented to it.
- 2) The retention period for the medical record is 15 years from the creation date, unless there are reasons to use a different retention period based on good healthcare practices.
- 3) Without the patient's consent, third parties, i.e. parties that are not directly involved in the performance of the treatment contract, are not authorised to access the medical record. The healthcare provider observes a duty of confidentiality.
- 4) The healthcare provider will, at the patient's request, provide the patient with a copy of the medical record as soon as possible.
- 5) The healthcare provider will destroy any documents it has on file within 3 months after a request to that effect from the patient.
- 6) For statistical purposes, scientific research in the public interest, and annual compulsory disclosures to health authorities, data from the medical record may be used without the patient's prior consent, provided that the usual rules with respect to the protection of privacy are not breached and the protection of the patient's private life is not compromised.
- 7) The patient can at all times object to the use of his/her data for scientific research or other research that is in the public interest or for public health reasons as specified in the previous paragraph; the healthcare provider will make a note of such an objection in the patient's medical record.

## 10. Fees

The clinic reserves the right to change its fees without prior notice. The current fees are those that the clinic has posted online ([www.gynaikonklinieken.nl](http://www.gynaikonklinieken.nl)). Details of fees are also available on request. It is the patient's responsibility to, if required, confirm prior to the medical treatment which fee applies.

## 11. Complaints procedure

- 1) The clinic operates a sufficiently publicised complaints procedure and handles complaints regarding medical acts and/or treatment under the treatment contract between the patient and the clinic in line with this complaints procedure.
- 2) Complaints concerning the performance of the treatment contract must be submitted in writing, in a timely manner, in full, and clearly substantiated.
- 3) Complaints regarding any matters and/or

acts other than those specified above will not be accepted by the clinic and are not eligible either for handling by the Complaints Committee with which the clinic is affiliated. If the clinic has incurred any costs on account of such a complaint, these costs will fall to the patient and be calculated based on the hourly rate of the attending medical specialist.

- 4) The clinic will declare itself incompetent in case of claims exceeding €25,000.
- 5) Complaints that were already the subject of legal proceedings are not eligible for handling by the clinic or the Complaints Committee either. If a complaint submitted by the patient regarding the clinic and/or independent medical specialist(s), physicians, or support staff engaged by the clinic is dismissed, the clinic reserves the right to charge the patient for any costs incurred in handling the complaint as specific in Article 9 of these General Terms and Conditions.
- 6) The patient can at all times withdraw a complaint regarding the clinic and/or the (independent) medical specialist(s), physicians, or support staff engaged by the clinic. If the patient withdraws the complaint during an ongoing procedure, and the clinic has already incurred costs in handling the complaint, the clinic reserves the right to charge the patient for these costs.
- 7) Filing a complaint does not authorise the patient to suspend his/her payment obligations towards the clinic. All judicial or extrajudicial collection charges are payable by the patient.

## 12. Applicable law and dispute settlement

- 1) All agreements between the clinic and the patient are governed by Dutch law.
- 2) Disputes between the patient on the one hand and the clinic on the other regarding the establishment or performance of the treatment contract can be submitted either by the patient or the clinic, in writing or electronically, to the Complaints Committee with which the clinic is affiliated, as per the specifications on the clinic's website ([www.gynaikonklinieken.nl](http://www.gynaikonklinieken.nl)) and the complaints procedure.
- 3) The Complaints Committee will only accept a dispute if the patient has first submitted his/her complaint in full and clearly substantiated to the clinic in line with Article 12.
- 4) A dispute must be submitted to the Complaints Committee within three months after arising.
- 5) Disputes over settlement can be submitted only to the Complaints Committee as specified in Paragraph 1 of this article or to the competent court.
- 6) The parties agree to only take the matter to the competent court after they have gone to every effort to settle the dispute through the clinic's complaints procedure.

## 13. Loss/liability with respect to the medical treatment contract

- 1) Services are provided on a best-effort basis.
- 2) The clinic neither issues a medical guarantee

in any way nor accepts liability for medical complications that develop in the patient during or after provision of the service and which cannot be put down to a substantial shortcoming that can be attributed to the clinic. The clinic can in no way be held liable for consequential loss or damage.

- 3) The clinic cannot be held liable for loss or damage resulting from the fact that the patient failed to adequately abide by verbal or written advice issued by the clinic.
- 4) The clinic's liability for loss or damage resulting from its services, regardless of whether or not these services were provided by engaging third parties, is capped at the costs of a consultation and recommended dietary supplements or medication.
- 5) The patient is under an obligation to take all measures necessary to limit any loss or damage for which he/she intends to hold the clinic liable.

#### **PRODUCTS**

*The following articles 14, 15, 16 and 17 apply only to products and dietary supplements provided by the clinic.*

#### **14. Loss/liability with respect to products provided by the clinic**

- 1) In the case of any loss or damage or liability, the payout will never exceed the amount covered by the clinic's liability insurance.
- 2) The clinic's liability is always limited to the amount charged to the patient.
- 3) The clinic can in no way be held liable for the quality and composition of the dietary supplements and medication it recommends. The supplier of these dietary supplements and medication is responsible and accountable for the quality and composition thereof.
- 4) The clinic agrees to, to the extent that it is able to do so, assist in the correct settlement of a complaint about dietary supplements it has recommended.

#### **15. Product transport, storage, and risk**

- 1) Products to be provided by the clinic will be delivered to the address specified by the patient. The patient is under an obligation to immediately accept the products delivered by the clinic.
- 2) How products are transported, sent, packaged, and the like will always be at the clinic's discretion.
- 3) Accepting delivery of products provided to the patient by the clinic constitutes proof that

they are in good condition visually, at which point the risk passes to the patient.

#### **16. Cooling-off periods/right of withdrawal on products**

- 1) In the case of distance selling, such as when a patient orders dietary supplements etc. over the phone, the patient will have a 14-day cooling-off period after receiving the products ordered. Within this cooling-off period, he/she will be authorised to, without having to state reasons, cancel the underlying agreement and return the product(s) ordered. As soon as possible, but at least within 14 days after the date of the patient's notification of his/her intention to return the product(s), the patient will return the product(s). The patient will pay the costs involved in returning the product(s).
- 2) The patient agrees to handle the product and packaging with care during the cooling-off period. The basic idea is that the patient must handle and inspect the product as if he/she were doing so in a shop. The patient agrees to store items in the conditions specified on the packaging (such as in dry conditions, at room temperature, or in the fridge).
- 3) If the patient exercises his/her right of withdrawal as specified in Paragraph 1 of this article, the clinic will refund the amount paid by the patient within fourteen days.
- 4) If the total amount of the products ordered exceeds €100, the products will be sent with extra security. If the total amount of the products ordered is €250 or more, the products will only be sent once 50% of the total amount has been prepaid into our bank account.
- 5) The risk and burden of proof that the right of withdrawal was exercised correctly and in time lie with the patient.
- 6) The right of withdrawal does not apply to distance selling of;
  - a) products that were made specifically for the patient to the patient's specifications;
  - b) products that are clearly of a personal nature;
  - c) products that cannot be returned due to their nature;
  - d) products that perish or age rapidly or that need to be kept refrigerated;
  - e) sealed products that, for reasons relating to the protection of public health and hygiene, are not suitable to be returned and the seal of which was broken after delivery.

#### **17. Amendment and location of the General Terms and Conditions**

- 1) These general terms and conditions have been filed with the Chamber of Commerce and are also posted online ([www.gynaikonklinieken.nl](http://www.gynaikonklinieken.nl)).
- 2) The version last filed or the version that applied at the time that this agreement was established is applicable.

Roermond/Rotterdam, 1 March 2018