General terms and payment conditions

English translation of the Dutch original

Original document version: 14 February 2019.

Dutch original: https://dcew.nl/wp-content/uploads/2019/02/Voorwaarden.pdf

These general terms form an inseparable part of the treatment agreement or agreements between the dental care provider, hereinafter referred to as 'Dental Care East & West B.V.', including its employees and self-employed practitioners, and the patient. The general terms are available on the website, are present in the waiting room and will be sent on request.

Third parties

Dental Care East & West B.V. is entitled to engage third parties in performing the agreement. Dental Care East & West B.V. will exercise care in selecting these third parties and, where reasonably possible, consult the patient beforehand, except in the case of locum practitioners and dental technicians. Dental Care East & West B.V. is not liable for the conduct of these third parties. Articles 7:404, 7:409 and 7:422(1) of the Dutch Civil Code do not apply.

Costs and payment

The costs of treatment, including laboratory and material costs, are charged to and payable by the patient, regardless of whether the patient can claim all or part of those costs from a health insurer and whether those costs are reimbursed to the patient. The costs of treating minors are charged to and payable by their legal representative or representatives.

Unless otherwise indicated, Dental Care East & West B.V. calculates treatment costs according to its standard price list, determined by the NZa, the Dutch Healthcare Authority, which is available for inspection at the practice of Dental Care East & West B.V. Changes to the standard price list are reserved. If a change to the fees on the standard price list results in a price change for the agreed treatment, Dental Care East & West B.V. will inform the patient in writing and/or digitally before treatment.

Appointments must, if cancellation is necessary because of force majeure, be cancelled no later than 48 hours before treatment. If an appointment is not cancelled or is not cancelled in time, Dental Care East & West B.V. will charge for the reserved time and/or agreed treatment at a rate of EUR 10.00 per five minutes. By making an appointment, the patient automatically agrees to these cancellation conditions. If an appointment cannot go ahead for any reason, we must be informed by telephone at least 48 hours beforehand, on working days during office hours. Weekends from 17:00 on Friday afternoons and public holidays are not counted. For appointments that are not attended or are cancelled less than 48 hours beforehand, the costs of the reserved room will be charged.

SMS/email service

The patient receives an appointment reminder by SMS and/or email a few days before treatment. The patient's current mobile telephone number must be present in our records. Changes to mobile telephone numbers must be reported in good time. The SMS service is intended as an additional reminder for the patient. The patient expressly cannot derive any rights from our SMS service or claim that they did not receive it. Failure to receive an SMS reminder does not release the patient from the obligation to attend an appointment.

The patient must pay within 7 days of the date of the invoice. Payments made by the patient are always applied first to interest, damages and costs due, and then to due invoices that have been outstanding longest, even if the patient states that the payment relates to a later invoice. If an advance payment has been made, it is offset against the final invoice under the agreement. Notwithstanding the foregoing, Dental Care East & West B.V. is always entitled to require immediate payment and/or payment in cash; this always applies to patients who are not insured for dental costs.

Treatment and information

Before any extensive and/or major dental treatment involving costs of EUR 150 (one hundred and fifty euros) or more, the patient or their legal representative is provided with a written and/or digital quotation. This contains a description of the procedures Dental Care East & West B.V. will perform for the treatment, the fee to be charged per procedure and the expected material and laboratory costs. Material and laboratory costs can be no more than an estimate because Dental Care East & West B.V. depends on third parties for them. Where gold or other alloys are used, the supplier's daily price at the time of delivery applies. For other laboratory prices and procedures, final amounts may differ from the estimates by a maximum of 15 percent.

If providing the quotation beforehand is not reasonably possible, Dental Care East & West B.V. is not obliged to provide the prior written and/or digital quotation described above, provided the treatment costs are discussed with the patient and/or their legal representative or representatives before the work, unless this too is not reasonably possible. If unforeseen complications during treatment make it necessary to change the treatment plan and this causes the estimate to be exceeded, the costs charged to the patient will reflect the unforeseen costs on a proportionate basis.

As far as possible, the treatment plan also includes the expected consequences and risks for the patient's health and other treatment methods that may be suitable. The patient must make all data and documents that Dental Care East & West B.V. considers necessary to perform the agreement available in good time, in the required form and in the required manner. Additional costs and additional treatment costs resulting from delay in performing the agreement because the requested data and documents were not provided, were provided late or were not properly provided are payable by the patient. The patient warrants the accuracy, completeness and reliability of the data and documents made available to Dental Care East & West B.V. At the patient's request, Dental Care East & West B.V. records in writing the procedures, whether major or otherwise, to which the patient has consented.

Objections and complaints

Complaints about invoices must be submitted to us within eight days of the invoice date. Otherwise, the patient is deemed to have accepted the invoice as correct. Submitting a complaint about an invoice does not suspend the payment period or the obligation to pay. Set-off against counterclaims is not permitted. The same applies to complaints submitted to the ANT Dental Complaints Committee or any other body.

Complaints procedure

Dental Care East & West B.V. has an accessible complaints procedure and handles complaints in accordance with that procedure and the requirements of the KNMT and the Wkkgz. Complaints about invoices must be submitted to us in writing within seven days of the invoice date. Otherwise, the client is deemed to have accepted the invoice as correct. Complaints about performance of the treatment agreement must be submitted to us within a reasonable time after the patient has identified the shortcomings, with a complete and clear description.

As soon as a patient's complaint is received, the person concerned receives an initial response within three working days. This response is formal confirmation that the complaint has been received and is being considered. Complaints submitted to us are answered within 6 weeks from the date of receipt. If a complaint is expected to require longer processing, we respond within that same period with an acknowledgement and an indication of when the patient can expect a more detailed answer.

Exceeding the payment period

If the patient has not met their payment obligations, has met them late or inadequately, or has met them only in part, the patient is always immediately in default without any further notice of default being required, and the amounts due become immediately payable. In that case, the patient owes Dental Care East & West B.V. statutory interest for the period of default and all costs that Dental Care East & West B.V. must incur to collect its claim. Extrajudicial costs are set at 15 percent of the amount due, with a minimum of EUR 100, without prejudice to Dental Care East & West B.V.'s right to claim full damages. In the event of overdue payment, Dental Care East & West B.V. is entitled to suspend further treatment or to provide it only against payment in cash.

Liability

The liability of Dental Care East & West B.V. is limited to the amount payable in the relevant case under the professional liability insurance taken out by Dental Care East & West B.V., increased by the amount of Dental Care East & West B.V.'s excess under that insurance. The self-employed dentists working at Dental Care East & West B.V. are themselves liable for any direct or indirect damage arising from attributable acts or omissions in performing the treatment agreement. They have the necessary insurance.

Dental Care East & West B.V. is liable only for direct damage resulting from an attributable failure to perform the treatment agreement. The total liability of Dental Care East & West B.V. is limited to a maximum of the amount paid out in the relevant case under the liability insurance it has taken out. If the insurer does not pay out in any case, or the damage is not covered by the insurance, the liability of Dental Care East & West B.V. is limited to the amount of the invoice.

A condition for any entitlement to compensation is always that the damage is reported to Dental Care East & West B.V. in writing as soon as possible after it arises. Where possible, Dental Care East & West B.V. must be given the opportunity to remedy or limit the damage, or have it remedied or limited.

Payment conditions

We apply a payment period of 7 days for payment of your invoice. You remain personally responsible at all times for payment within this period. If you do not have supplementary dental insurance, or you are no longer entitled to reimbursement, for example because you have already used your full allowance, you must pay the invoice immediately by debit card or in cash. You can transfer the invoice amount to the bank account stated on the invoice, in the name of Dental Care East & West B.V. in Amsterdam. Always state the payment reference when paying electronically or otherwise.

If we have not received full payment from you within 7 days of the invoice date, we send you a reminder that also serves as a notice of default. This letter gives you a further opportunity to pay the invoice amount to us within 2 days. If we have not received your payment within 2 days of the reminder date, you are in default. From that moment, we charge costs. The additional costs are a percentage of the invoice amount, with a minimum of EUR 40.00, plus statutory consumer interest. Your payment is applied first to the costs, then to the interest and finally to the principal. All judicial and/or extrajudicial costs associated with collecting the invoiced amounts are payable by you.

Practice details from the original

Dental Care East & West B.V.

Linnaeusstraat 28-H, 1092 CK Amsterdam. Chamber of Commerce number 71035699.

Telephone: 020-6681444. Website: www.dcew.nl. Email: info@dcew.nl.

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