

MILLENNIUM DENTAL DENTAL AND ORAL SURGERY CLINIC GENERAL TERMS AND CONDITIONS (GTC) FOR OUTPATIENT DENTAL AND DENTAL MEDICAL SERVICES

Millennium Dental Kft. (7621 Pécs, Mária utca 24.; Registered office: 7624 Pécs, ■z u. 3/b.; Tax number: 32205015-1-02; Company registration number: 02-09-087453), as the Service Provider, and the person ordering outpatient dental services, as the Client (collectively, the "Parties").

The "Client" is the person receiving the service. If the service is received by a person lacking legal capacity (e.g. a minor), the Client is the legal representative of the person being treated.

I. Subject Matter of the Contract

1. A contract for outpatient dental and dental medical services (hereinafter: "Services") is concluded between the Parties. The Services are available on the website of Millennium Dental Dental and Oral Surgery Clinic (<http://www.millenniumdental.hu>). Visitors to the website are otherwise subject to the provisions of the Privacy Notice.
2. The "Questionnaire – Millennium Dental Medical History Form" forms an annex to these GTC. It contains the Client's personal data and information concerning their state of health provided to the extent necessary for treatment.
3. The Service Provider provides dental services on the basis of a publicly available price list, which is displayed in the waiting area of Millennium Dental Dental and Oral Surgery Clinic. Upon separate request or in individual cases, the Service Provider provides a written quotation ("Preliminary Treatment Plan" or "Treatment Plan"). The written quotation is valid for 30 days.
4. The Parties determine the outpatient dental services selected by the Client and the materials required for them on the basis of these GTC, the Quotation, the Medical History Form, the Surgical Information Sheet, the Consent Form, post-operative information forms, the Implant Registry information, and the Information and Consent Form. By completing and signing any of the declarations or information documents listed above, the Client accepts the conditions recorded in the other documents, consents to the processing of their data, and declares acceptance of these GTC. By accepting the Quotation, the Client orders the dental outpatient service(s) and the materials required for them specified therein.

II. Rights and Obligations of the Service Provider

5. The Service Provider performs its activities in compliance with applicable legal and professional requirements, using appropriately qualified and experienced specialist dentists, dental assistants and subcontractors, and provides the necessary dental laboratory and other materials at the times and frequency agreed between the treating dentist and the Client. The Service Provider holds the professional, regulatory and operational licences and conditions necessary to provide the Services and maintains medical and assistant liability insurance covering persons involved in its activities.
6. The Service Provider is entitled to modify the scope of the Services at any time. It is also entitled to modify the Quotation or Treatment Plan where medically justified or where the Client provides information incompletely or late.
7. The Service Provider is entitled to refuse treatment in the event of insufficient cooperation by the Client, a change in the Client's physical or mental condition, or failure by the Client to fulfil their payment obligation. In such cases, the Client may not assert a claim for damages against the Service Provider.
8. The Service Provider is entitled to change a previously agreed appointment or the identity of the treating dentist, but must inform the Client thereof within a reasonable period of time.
9. The Service Provider may, without notifying the Client, change a professional element of the Service at any time if this is necessary to ensure applicable safety or comply with another legal requirement, or if it does not materially affect the nature or quality of the Service.
10. For the performance of the ordered service(s), in particular dental care, dental laboratory activities, other specialised medical procedures or other services requested by the Client, the Service Provider may use subcontractors. The Service Provider is responsible for their activities as if it had performed them itself. The Service Provider may resell such intermediary services in unchanged form, but not necessarily at the same price.

III. Rights and Obligations of the Client

- 11.** The Client is entitled to request information and a Quotation from the Service Provider, based on the data provided by the Client, concerning the necessary treatment, its course and expected costs.
- 12.** By accepting the Quotation, the General Medical History Form, the Surgical Information and Consent Form, the post-operative information forms, and the Information and Consent Form, the Client consents to the Service Provider performing dental procedures on the Client or on the person being treated whom the Client represents.
- 13.** During treatment, the Client may, at their own responsibility, request interruption of the treatment at any time (with continuation at a later date), or termination/discontinuation of the treatment. In such cases, the Client is obliged to pay only for the treatment and dental laboratory work used up to the date of notification of termination.
- 14.** When dental prostheses are manufactured using a dental laboratory subcontractor, a 50% advance payment is required at the time the impression is taken.
- 15.** The Service Provider hereby informs the Client that once treatment has commenced and an accepted Treatment Plan exists, the treatment may not be modified without the consent of the treating dentist. The Service Provider further informs the Client that appointments for treatment may be cancelled in writing no later than 24 hours before the scheduled treatment time (email: fogaszat@millenniumdental.hu or SMS: 06306203911). If the appointment is not cancelled within 24 hours, the Service Provider will charge the Client an administrative cancellation fee of HUF 10,000/hour, which will be charged together with the invoice for the next treatment.

IV. Service Fees and Payment Terms

- 16.** The Service Provider informs the Client of service fees on the basis of the displayed price list and the Preliminary Quotation, and subsequently in the Quotation specifically applicable to the treatment concerned.
- 17.** The Service Provider informs the Client orally, or in writing upon individual request, of the specific fees for treatments performed, the costs of materials used during treatment and intermediary services. These amounts are invoiced during the individual treatments.
- 18.** The Quotation relating to the treatment and necessary materials is valid for 30 days, after which the Service Provider is entitled to modify the fees and costs stated therein. In addition, the Client acknowledges that the fees estimated in the Quotation may also change before completion of the treatment due to professional reasons arising during treatment, such as unforeseen procedures or therapeutic activities.
- 19.** The fee for treatment performed on an individual occasion is payable on site after the treatment. Payment may be made in cash or by bank transfer, bank card or health insurance fund card. Please indicate in advance your intention to pay by bank transfer or request an invoice. As a general rule, a receipt is issued.
- 20.** Invoices issued under the preceding provisions specify the method and deadline for fulfilling the payment obligation (cash, bank transfer, etc.). The Parties agree that in the event of late payment, the default interest rate shall be twice the central bank base rate.

V. Data Protection and Information

- 21.** The Service Provider treats the Client's health data provided by the Client or recorded during care, identification data and other data as business secrets in accordance with applicable legislation. The Client consents to the processing of their personal data by the Service Provider in internal records (medical history and customer relationship records), and to the Service Provider using exclusively medical data and experience relating to the Client's treatment for scientific and research purposes. The Privacy Notice is available on the clinic's website and in the waiting room.
- 22.** The Client acknowledges that the information concerning their state of health provided in the signed General Medical History Form is necessary for selecting the content of dental care and treatment, and declares that the information provided is complete and that they are obliged to inform the Service Provider in writing of any changes occurring during the treatment period.
- 23.** The Client consents to the Service Provider recording their contact details in its database for the purpose of informing them about treatment appointments or possible changes thereto, other changes affecting the Client, and news from the Service Provider (by email or SMS in the form of a newsletter).

The Service Provider undertakes not to disclose the Client's data to third parties.

VI. Term of the Contract

24. By signing the Millennium Dental Medical History Form and the consent forms preceding the procedures, a contract is concluded between the Parties for an indefinite period.

VII. Warranty

25. In connection with the Services provided to the Client, the Service Provider provides a 2-year warranty for dental laboratory work and dental prostheses (crowns, bridges, inlays), a 1-year warranty for removable dentures or the removable parts of combined dentures, and a 1-year warranty for fillings and minor restorative work. In the case of implants, the manufacturer provides the warranty, which applies only to the implant as a product; the manufacturer's warranty does not cover the related surgical costs. In the event of implant rejection/failure, the Service Provider provides a 2-year warranty for the surgical labour fee. In the event of re-implantation, the Service Provider does not provide a warranty for the necessary material costs other than the implant itself (bone graft material, membrane, pins, etc.) or other costs resulting from a change to the Treatment Plan.

26. The Service Provider's liability arising from defective performance extends to damage to or destruction of installed materials resulting from defects, and to defects arising from treatment not performed with the care reasonably expected.

27. The Service Provider's warranty or other liability does not cover, and the Service Provider is released from liability in, the following cases:

- a. temporary solutions used during the treatment process (temporary fillings, crowns, bonding, etc.);
- b. defects and damage caused by improper use, accident or extreme force;
- c. defects, damage and deficiencies in oral hygiene demonstrably resulting from the Client's failure to follow the Service Provider's instructions;
- d. deterioration of the Client's health and resulting malfunction of an installed material caused by the Client's lifestyle, harmful habits (e.g. bruxism) or illness;
- e. failure by the Client to attend the prescribed follow-up examination and at least one check-up every six months;
- f. complaints arising as complications recognised by the profession as one possible consequence of the treatment (e.g. the need for root canal treatment after a filling or other dental treatment);
- g. complaints resulting from an unfinished course of treatment because the Client did not undergo the recommended treatments;
- h. complaints arising as a consequence of inadequate oral hygiene, smoking, alcohol consumption, narcotic drug use or the effects of medication;
- i. significant changes in the Client's body weight;
- j. metabolic diseases, particularly diseases affecting bone metabolism, diabetes, or other serious systemic diseases;
- k. inadequate care or maintenance of dental prostheses;
- l. if the Client receives dental treatment or dental laboratory work from another service provider during or after the treatment;
- m. if the Client reports a quality complaint within the applicable deadline but does not allow the complaint to be investigated or remedied, fails to attend a follow-up examination or treatment, or does not make the dental prosthesis available to the Service Provider.

28. The Client must notify the Service Provider in writing without delay after discovering any quality complaint during the warranty period. For the purpose of investigating the complaint, the Client must attend a follow-up examination, make the dental prosthesis subject to the complaint available to the Service Provider, and provide all information and data relating to the complaint. The Parties shall prepare a report of the examination. If the Client's quality complaint is justified, the Service Provider must state within 4 working days of examining the work subject to complaint whether it can fulfil the Client's legally valid request for repair or replacement within a further 14 working days. If the Service Provider is exempt from its warranty obligation or the complaint cannot be investigated, the Service Provider will not accept the complaint.

29. In the event of a dental laboratory defect, provided that the warranty conditions are met, the Service Provider bears the dental and dental laboratory costs associated with repair/replacement. Repair/replacement shall take place at the Service Provider's dental clinic. The Service Provider's liability does not extend to reimbursement for services obtained

from another dental clinic or travel expenses.

VIII. Miscellaneous Provisions

30. The Service Provider is entitled to unilaterally amend these GTC at any time, in particular where amendments are made necessary by changes in legislation, professional requirements, codes or standards of international partners. The amendment shall be published in premises open to patient traffic and on the Service Provider's website. Before placing each new order or using the Services, the Client is obliged to ascertain the provisions of the GTC then in force, including any amended provisions.

31. Matters not regulated by these GTC shall be governed by Hungarian law, in particular the Civil Code (Ptk.), as well as other legislation relating to healthcare and healthcare services.

32. The Service Provider ensures that patients can become acquainted with these GTC before the legal relationship is established. The GTC are public and may be viewed and examined by anyone.

33. The Service Provider displays the contact details of the patient rights representative in its publicly accessible premises. The Client may submit a complaint to the patient rights representative and seek legal remedy in relation to grievances suffered in connection with the Service Provider's activities.

The above General Terms and Conditions (GTC) of Millennium Dental Dental and Oral Surgery Clinic for outpatient dental and dental medical services consist of four numbered pages.

These GTC are effective from 1 April 2023 until withdrawn or amended.

Translator's note: This English version is a translation of the supplied Hungarian document. In the event of any discrepancy between the Hungarian original and this translation, the Hungarian original should be regarded as authoritative unless a legally valid bilingual version is expressly adopted.