

General Terms and Conditions of Mater Ornandum BV

Introduction

Mater Ornandum BV, headquartered in Leiden and registered with the Chamber of Commerce under number 64755932, applies the following terms and conditions for its services:

1. Definitions

- **Contractor:** Mater Ornandum BV, including the following clinics:
 - VandenBroecke Kliniek
 - V-Klinieken
 - Kliniek Vrijdag
- **Treatment:** All medical and cosmetic procedures performed by the Contractor.
- **Treatment Agreement:** The agreement between the Contractor and the client concerning a treatment.
- **Client:** The person to whom the Treatment Agreement applies (the principal).

2. Applicability of the Terms and Conditions

- These terms apply to all offers, quotes, and Treatment Agreements of the Contractor, including cases where a third party is involved in the execution.
- If a provision in these terms is declared invalid or void, the remaining provisions remain in effect.
- The Contractor reserves the right to amend these terms.
- Deviations are only possible with written consent from the Contractor. The client's general terms are not accepted.

3. Treatment Results

- Medical treatments constitute an obligation of effort, not a guarantee of result. Results cannot be assured, and complications can arise.
- Absolute symmetry in bilateral procedures cannot be guaranteed.
- Sometimes, additional surgery is necessary for a satisfactory final result.

4. Execution of the Treatment Agreement

- The agreement is entered into between the Client and the Contractor. Contractor employees are never separate parties to the contract.
- The Contractor may have work performed by a third party (auxiliary).

5. Client's Duty to Cooperate

- The Client must provide all relevant information to the Contractor to the best of their knowledge and follow the Contractor's advice.

- The Client must present a legally recognized ID with a BSN upon request. Failure to do so may result in suspension of the agreement, with costs borne by the Client.

6. Cancellation Policy and Rescheduling

- For cancellations or rescheduling due to illness or injury, the Client must provide a signed medical certificate from a general practitioner or specialist.
- Without a medical certificate, the following cancellation fees apply:
 - **Consultation** €170 for cancellations or rescheduling within 2 working days before the appointment or in case of no-show.
 - **Non-surgical treatments:** 25% of the fee for cancellations or rescheduling within 2 business days; the full fee for no-shows without valid reason.
 - **Surgical procedures:** 25% of the fee for cancellations or rescheduling 2–10 business days before; 100% for cancellations within 2 business days or no-shows.
 - **Follow-up treatment / aftercare:** Cancellations within 10 working days or no-shows mean the follow-up treatment is no longer free of charge. The cost of a new follow-up appointment will be discussed with you in advance. The Contractor's records serve as proof of appointment.
- Appointments can only be canceled via email to the relevant clinic.
- If there is no contact with the Client up to 10 business days before the scheduled appointment, the Contractor may cancel the appointment and charge 25% of the fee.

7. Confidentiality

- The Contractor adheres to professional confidentiality unless otherwise dictated by law or force majeure.
- Information may be used for statistical purposes without being traceable to individual clients.

8. Force Majeure

- The Contractor is not liable for non-fulfillment of obligations due to force majeure, such as strikes, staff shortages, illness of a practitioner, or lack of necessary resources.
- Obligations are suspended during force majeure. After six months, both parties may terminate the agreement without compensation.
- Upon termination with partial fulfillment, the Contractor will invoice the completed part.
- Clients who have prepaid retain the right to refunds if the treatment has not occurred.
- Appointments may be rescheduled due to verifiable force majeure.

9. Payment Terms

- Fees are subject to change; the website fee at the treatment time applies.
- Quotes are valid for the indicated period.

- Payment terms are communicated before the treatment; surgeries must be paid no later than 21 days in advance.
- Late payments result in immediate default, incurring statutory interest. The Contractor may recover legal and extrajudicial costs.
- Payments are applied to the oldest outstanding invoices first.
- Treatments are not reimbursed by insurers; the Client pays directly.
- Prices are subject to typographical errors.

10. Amendments, Termination, Suspension, or Dissolution

- Necessary adjustments to the Treatment Agreement will be made in consultation. The Client agrees to reasonable changes.
- The Contractor may terminate the agreement for inappropriate Client behavior, payment default, or other unreasonable circumstances.
- Costs incurred due to the Client's cancellation, suspension, or termination are borne by the Client.
- Treatments may be suspended pending payment.
- Treatment is canceled if the Client fails to timely provide a current medication list, with costs charged to the Client.
- Failure to follow fasting instructions results in cancellation and costs charged to the Client.

11. Liability

- The Contractor is not liable for indirect damages such as lost profits, turnover, or missed savings.
- Liability is limited to the insurer's payout or the amount paid by the Client for the treatment if no payout occurs.
- Damage must be reported in writing within two months of discovery.
- The Contractor is not liable for damage due to inaccurate or incomplete Client information.

12. Complaints Procedure

- Dissatisfaction or complaints must be promptly submitted in writing to the Contractor.
- The Contractor will investigate and respond in writing within a reasonable timeframe.
- If unresolved, the Client may escalate to an independent arbitration committee.

13. Intellectual Property Rights

- Documents and materials provided by the Contractor are for Client use only and remain the Contractor's property.
- Clients may not copy, publish, or distribute materials without the Contractor's written consent.

14. Privacy and Data Protection

- Personal data is processed in compliance with applicable privacy laws and the Contractor's privacy statement, available on its website.
- Clients consent to processing personal and medical data for treatment and administration purposes.

15. Governing Law and Disputes

- Dutch law applies to all agreements between the Client and the Contractor.
- Disputes are initially submitted to the competent court in the Contractor's jurisdiction.

16. Final Provisions

- These terms take effect upon publication on the website.
- The Contractor decides reasonably and equitably in cases not covered by these terms.
- By entering into the agreement, the Client acknowledges and accepts these terms.