

# GENERAL TERMS AND CONDITIONS

## LASSUS TANDARTSEN LELYSTAD

### GENERAL TERMS AND CONDITIONS

General terms and conditions of the dental surgeries, whose shares are held by Holding Lassus Tandartsen BV, namely Lassus Tandartsen BV Lassusstraat 9A (Chamber of Commerce no. 61752614) [www.lassustandartsen.nl](http://www.lassustandartsen.nl), Lassus Tandartsen Keizersgracht BV, Keizersgracht 132A/B (Chamber of Commerce no. 61754501) [www.lassustandartsen.nl](http://www.lassustandartsen.nl), Lassus Orthodontie B.V., Apollolaan 174 (Chamber of Commerce no. 74766694), [www.lassustandartsen.nl](http://www.lassustandartsen.nl), Oisterwijk Tandheelkunde B.V., Moergestelseweg 32L (Chamber of Commerce no. 72078618), [www.lassustandartsenoisterwijk.nl](http://www.lassustandartsenoisterwijk.nl), Lassus Tandartsen Olympisch Stadion BV, Stadionplein 125 (Chamber of Commerce no. 68292112) [www.lassustandartsen.nl](http://www.lassustandartsen.nl), Tandartspraktijk de Liefde B.V., Rietwijkerstraat 52 (Chamber of Commerce no. 61753858) [www.tandartspraktijkdeliefde.nl](http://www.tandartspraktijkdeliefde.nl), Tandartspraktijk Plantage Middenlaan B.V., Plantage Middenlaan 1-H (Chamber of Commerce no. 62791400) [www.tandartsplantagemiddenlaan.nl](http://www.tandartsplantagemiddenlaan.nl), Dental Factory B.V., Jan van Galenstraat 171 (Chamber of Commerce no. 64763692) [www.dentalfactory.nl](http://www.dentalfactory.nl) and TTH van Wou B.V., (Chamber of Commerce no. 53686632) [www.tthvanwou.nl](http://www.tthvanwou.nl) in Amsterdam, hereinafter referred to as “Lassus”.

#### 1. The Agreement

1. These general terms and conditions form an integral part of the treatment agreement pursuant to Section 7:446, subsection 1 of the Dutch Civil Code [Burgerlijk Wetboek (WB)] between Lassus and the client, hereinafter referred to as the Agreement.

#### 2. Performance of the Agreement

1. Lassus guarantees that the work it undertakes pursuant to this Agreement meets the standards to be observed by a prudent care provider and that it complies with the statutory provisions (including the Medical Treatment Contracts Act [Wet op de geneeskundige behandelingsovereenkomst (WGBO)] as well as the generally prevailing guidelines.

2. Dental treatment falls under medical treatment. The dentist or physician has a best-effort obligation, not a result obligation.

3. Lassus is entitled to engage third parties for the performance of the Agreement. Lassus is not liable for the conduct of these third parties.

4. The client must always provide Lassus with full and truthful information regarding their general health and regarding circumstances that may affect the treatment.

### **3. Costs**

1. The costs of dental treatment are claimed in accordance with the prevailing uniform private rates [UPT] determined by the Dutch Healthcare Authority [Nederlandse Zorgautoriteit (NZa)] and set out in the tariff decision for dental care ([www.NZa.nl](http://www.NZa.nl)).
2. The list of rates for dental care can be found on the Lassus websites referred to in the introduction. These rates may be reviewed from time to time.
3. Lassus will provide an advance quote for all treatment that exceeds a total amount of EUR 250.
4. If the treatment needs to be changed as a result of unforeseen complications that arise during treatment and which will cause the budget to be exceeded, the additional costs incurred will be charged to the client after consultation with the client.
5. Dental technician's fees will be invoiced separately. Lassus will provide an appropriate specification at the request of the client or their insurer.

### **4. Cancellation of appointments**

1. The client can rebook or cancel confirmed appointments free of charge up to 48 hours prior to the scheduled appointment. When the appointment is not rebooked or cancelled or when this is not done in time, Lassus will charge the booked time and/or agreed treatment under code C90, taking the duration of the scheduled treatment into account and with reference to the price list, which can be found on the websites referred to in the introduction.
2. Lassus is at all times entitled to rebook or cancel confirmed appointments with the client.

### **5. Cancellation of treatment**

1. If the client cancels all or part of the treatment after a treatment agreement is concluded, Lassus is entitled to charge all costs incurred by Lassus and third parties in connection with that treatment in full.

### **6. Invoices**

1. Infomedics prepares the invoices for Lassus, which invoices are subject to the Infomedics payment conditions. These payment conditions are filed with the Gooi- en Eemland Chamber of Commerce under number 04048143. The payment conditions can also be consulted at Lassus, can be found on the Lassus website and are available via Infomedics ([www.infomedics.nl](http://www.infomedics.nl)).
2. If Infomedics no longer accepts bills due to the client's payment arrears, Lassus is entitled to suspend further treatment or to provide it only in return for cash payment by the client.

## **7. Complaints**

1. The client must notify Lassus in writing of complaints in relation to the work carried out within 30 days of discovery, yet within no longer than three months of completion of the relevant work.
2. Complaints, as referred to in paragraph 1, do not suspend the payment obligation of the client.
3. Lassus will process the complaint in accordance with the complaints procedure of the Royal Dutch Dental Association [Koninklijke Nederlandse Maatschappij tot bevordering der Tandheelkunde].
4. When a complaint is well-founded and recovery is possible, Lassus will undertake the work after all, as agreed.

## **8. Liability**

1. The rights to compensation on account of liability lapse one year after the loss-making event took place.
2. The client cannot derive any rights from the calculation made by Zorgsom.

## **9. Applicable law**

1. All agreements between the client and Lassus are subject to Dutch law.
2. All disputes in relation to the Agreement between the client and Lassus which these terms and conditions apply to are settled by the court in Amsterdam.

## **10. Other provisions**

1. If any provision of these general terms and conditions is void or voidable, the validity of the other provisions remains unaffected.