

## GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF DENTAL SERVICES

Between UNIKLINIK DENTAL AND IMPLANTATION CENTER Limited Liability Company as the Service Provider (hereinafter referred to as the “Service Provider”), and the Client who uses the services defined in these General Terms and Conditions (hereinafter referred to as the “GTC”) as the Patient (hereinafter referred to as the “Patient”), collectively referred to as the Parties, the following terms shall apply unless otherwise agreed in writing between the Parties.

### 1. Service, Provider’s Data, and Contact Information

#### 1.1.

The subject of the Service is outpatient dental care not covered by social insurance, without any territorial supply obligation, and other aesthetic dental procedures. A precise list of such procedures can be found on the Service Provider’s website ([www.uniklinik.hu](http://www.uniklinik.hu)).

#### 1.2.

The location of service provision:

**1148 Budapest, Örs vezér tere 2.**

#### 1.3.

The Service Provider providing the Service defined in these GTC:

**Uniklinik Dental Center Health Service Limited Liability Company**

- Registered seat: 1148 Budapest, Örs vezér tere 2.
- Postal address: 1148 Budapest, Örs vezér tere 2.
- Tax number: 12935394-1-42
- Company registration number: 01-09-710831
- Representative: Dr. Péter Jancsecz, Managing Director
- E-mail: [info@uniklinik.hu](mailto:info@uniklinik.hu)
- Telephone: +36 1 222 9150

Before the provision of any Service, the treating dentist shall inform the Patient of the identity of the Service Provider.

#### 1.4. Opening Hours:

- **Monday–Saturday:** 7:30 a.m. – 8:00 p.m.
- **Sunday:** Closed

The Service Provider is closed on public holidays.

The Service Provider reserves the right to modify its opening hours. Any modification will be published on its website (uniklinik.hu) within five (5) working days after it takes effect.

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## **2. Provision of Services**

### **2.1.**

The Service Provider undertakes to provide dental services under the conditions set forth in these GTC. The Service Provider declares that it is a licensed healthcare provider authorized to perform medical activities in compliance with the relevant Hungarian laws (Act LXXXIV of 2003 on the Conditions for the Pursuit of Healthcare Activities, and Act CLIV of 1997 on Health), and holds all necessary operating permits.

### **2.2.**

If the Patient wishes to use the Service, they must make an appointment in person, by phone, or through the Service Provider's website. Upon confirmation by email, a contract is concluded between the Parties for the provision of the Service.

### **2.3.**

The Patient undertakes to use the Services in accordance with the terms of these GTC and to fully comply with their obligations set forth herein.

### **2.4.**

When using the Services, the Patient must respect applicable laws and the operational rules of the Service Provider. Provided their health condition allows, the Patient must cooperate with the Service Provider to the best of their ability and knowledge by:

- Informing the Service Provider of all facts necessary for diagnosis, treatment planning, and performance of procedures, including past illnesses, treatments, medications, dietary supplements, and risk factors.
- Informing the Service Provider of any circumstances related to their condition that may endanger others' health or safety, particularly infectious diseases.
- Informing the Service Provider of any prior healthcare declarations or statements made.
- Complying with the instructions received from the Service Provider regarding the Services.
- Complying with the Service Provider's internal regulations (house rules).
- Paying the fees for the Services.
- Respecting the rights of other patients.

- Ensuring that the exercise of their own and their relatives' rights does not infringe upon the legal rights of the Service Provider or its staff.

#### **2.5.**

The Service Provider undertakes to perform the Services with due care, in compliance with professional and ethical standards and guidelines. The Service Provider may use subcontractors in performing its obligations and shall be liable for their acts as if the Service Provider had performed the Service itself.

#### **2.6.**

The Services are provided by qualified medical professionals, specialists, and collaborating physicians at the location specified in Section 1.2.

#### **2.7.**

The Patient acknowledges that Services provided by the Service Provider may include intermediary services.

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### **2.8. Appointment Scheduling**

#### **2.8.1.**

The Patient acknowledges that Services are provided only after prior appointment scheduling, except in cases requiring immediate medical care. Appointments can be made by phone, via the website, or in person during opening hours. For scheduling and coordination, the Service Provider uses an electronic appointment system in which the staff record the Patient's name, mother's name, address, email, and telephone number.

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### **2.9. Arrival, Waiting, and Delays**

#### **2.9.1.**

Appointment times are scheduled based on the average time required for each Service to minimize waiting. However, delays may still occur due to unforeseen treatment durations or late arrivals. In the event of a delay exceeding one hour, the Service Provider may notify the Patient by email, telephone, or in person upon arrival.

#### **2.9.2.**

To avoid such delays, the Service Provider sends a reminder SMS 24 hours prior to the scheduled appointment.

#### **2.9.3.**

If the Patient fails to appear for a booked appointment and does not cancel more than 24 hours in advance, the Service Provider shall charge a no-show fee ("availability fee") as specified in the current price list.

#### **2.9.4.**

The Patient must arrive 15 minutes before the scheduled appointment. In the event of lateness, the Service Provider may refuse treatment, shorten the treatment time accordingly, and still charge the full service fee.

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### **2.10. Cancellation and Rescheduling**

#### **2.10.1.**

The Patient may cancel or modify their appointment without penalty up to **24 hours before** the scheduled time, either in person, by phone, or via email.

#### **2.10.2.**

If the Patient fails to appear for the appointment or cancels within less than 24 hours, the Service Provider shall be entitled to charge an **availability fee** according to the valid price list. The Service Provider may refuse further appointments until this fee is paid.

#### **2.10.3.**

In the case of repeated late cancellations or absences, the Service Provider may terminate the treatment relationship and refuse further provision of services.

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### **2.11. Communication**

#### **2.11.1.**

The Service Provider primarily communicates with the Patient through the contact details provided (email, telephone, or postal address). It is the Patient's responsibility to ensure that the contact information provided is accurate and up-to-date.

#### **2.11.2.**

Any notification sent to the email address provided by the Patient shall be deemed delivered on the day of sending.

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### **2.12. Treatment Plan and Estimate**

#### **2.12.1.**

Before performing the Service, the Service Provider shall prepare and present a **treatment plan and cost estimate** based on the diagnostic findings.

#### **2.12.2.**

The treatment plan and cost estimate are indicative and may change if new circumstances or medical considerations arise during treatment. The Service Provider shall inform the Patient of such changes without undue delay.

**2.12.3.**

The Patient shall confirm acceptance of the treatment plan and cost estimate by signing them. Upon such acceptance, the treatment contract becomes effective.

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**2.13. Cooperation During Treatment****2.13.1.**

The Patient is obliged to cooperate during treatment, follow medical advice, and attend scheduled control examinations.

**2.13.2.**

If the Patient fails to comply with professional instructions, or fails to appear at control appointments, the Service Provider shall not be liable for any adverse health consequences or treatment failures resulting therefrom.

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**2.14. Emergency Treatment****2.14.1.**

In the event of an acute medical emergency, the Service Provider shall provide treatment as soon as possible within the framework of its professional and material capabilities.

**2.14.2.**

The Service Provider may redirect the Patient to another healthcare institution if necessary to ensure appropriate emergency care.

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**2.15. Refusal of Treatment****2.15.1.**

The Service Provider may refuse or discontinue treatment in the following cases:

- The Patient fails to provide truthful information necessary for safe treatment.
- The Patient's behavior endangers the health, safety, or dignity of the Service Provider's staff or other patients.
- The Patient is under the influence of alcohol, drugs, or other intoxicating substances.
- The Patient fails to pay due fees.
- The Patient repeatedly cancels or fails to attend appointments.

**2.15.2.**

In such cases, the Service Provider shall issue a written statement regarding the refusal and inform the Patient of any possible consequences.

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## **2.16. Medical Documentation**

### **2.16.1.**

The Service Provider keeps medical records and other healthcare documentation in accordance with **Act XLVII of 1997 on the Processing and Protection of Health and Related Personal Data**, and applicable data protection legislation.

### **2.16.2.**

The Patient has the right to access, copy, or request extracts from their medical documentation, subject to applicable data protection laws and the Service Provider's administrative procedures.

### **2.16.3.**

The Service Provider retains all medical documentation for the period prescribed by law.

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## **3. Patient's Rights and Obligations**

### **3.1.**

The Patient is entitled to receive professional dental care in accordance with the principles of modern medical science, and with respect for human dignity, without discrimination.

### **3.2.**

The Patient has the right to **clear and comprehensible information** about:

- Their state of health,
- The purpose and course of the proposed treatment,
- The expected outcomes and potential risks,
- Available alternative procedures, and
- The possible consequences of refusing treatment.

### **3.3.**

The Patient has the right to ask questions and receive answers in a manner appropriate to their level of understanding before giving consent to any treatment.

### **3.4.**

The Patient's informed consent shall be required before any intervention, except in cases where immediate action is necessary to save life or prevent serious harm.

### **3.5.**

The Patient has the right to withdraw consent at any time; however, such withdrawal may

result in the termination of the treatment relationship or potential medical consequences for which the Service Provider shall not be liable.

### 3.6.

The Patient is obliged to:

- Appear at scheduled appointments on time.
- Provide accurate and complete information about their health, prior treatments, medications, and allergies.
- Follow the instructions and advice of the attending physician.
- Pay all service fees in accordance with Section 5 of this GTC.
- Behave respectfully toward the Service Provider's staff and other patients.

### 3.7.

The Patient shall be financially responsible for any intentional or negligent damage caused to the Service Provider's property.

### 3.8.

If the Patient violates the obligations defined in this section, the Service Provider may refuse to continue the treatment.

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## 4. Fees and Payment Terms

### 4.1.

The Service Provider shall determine the fee for its Services in its current **price list**, available at the clinic's reception and on its official website ([www.uniklinik.hu](http://www.uniklinik.hu)).

### 4.2.

Before the commencement of treatment, the Service Provider shall prepare and present a **treatment plan** and a **cost estimate** to the Patient for approval. The Service Provider reserves the right to modify the cost estimate if the medical situation or treatment plan changes, of which the Patient shall be notified without undue delay.

### 4.3.

The Patient shall pay the fee for the Services **at the time of receiving the Service**, unless otherwise agreed in writing.

### 4.4.

Accepted payment methods include:

- Cash (Hungarian Forint – HUF),
- Debit or credit card,

- Bank transfer,
- Health insurance card (if the Service Provider has a contractual relationship with the relevant health fund).

#### 4.5.

In the case of a bank transfer, payment shall be deemed complete on the date the amount is credited to the Service Provider's bank account.

#### 4.6.

The Service Provider issues an invoice or receipt in accordance with Hungarian tax legislation for each payment made.

#### 4.7.

In case of delayed payment, the Service Provider shall be entitled to charge **statutory default interest** and may suspend further treatments until all outstanding fees are settled.

#### 4.8.

The Patient acknowledges that any discounts or promotional offers are conditional, valid only under the terms specified by the Service Provider, and may not be combined or exchanged for cash.

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## 5. Warranty and Liability

### 5.1. Warranty Periods

The Service Provider provides a warranty for the following dental services, subject to the conditions set forth below:

Type of Service	Warranty Period
Fixed prostheses (e.g., crowns, bridges)	3 years
Implantation	5 years
Fillings, inlays/onlays	1 year
Removable dentures	1 year
Aesthetic treatments (e.g., whitening)	6 months

### 5.2. Conditions of Warranty

The warranty shall be valid only if the Patient:

- Complies with professional oral hygiene instructions;
- Attends **mandatory control appointments** every six (6) months;



- Does not fail to appear for scheduled check-ups;
- Does not have untreated illnesses that may affect oral health (e.g., diabetes, osteoporosis);
- Uses the prosthesis or implant according to medical guidance;
- Has not undergone additional treatment at another clinic without notifying the Service Provider.

### 5.3. Warranty Exclusions

The warranty does **not apply** in cases of:

- Failure to follow medical instructions;
- Neglect of oral hygiene;
- Accidents or injuries;
- Significant weight loss or gain affecting dental structure;
- Natural bone resorption or tissue changes;
- Damage caused by third parties;
- Temporary restorations or emergency treatments.

### 5.4. Limitation of Liability

The Service Provider shall not be held liable for:

- Patient's non-cooperation or failure to follow medical advice;
- Unforeseeable individual physiological reactions;
- Consequences arising from previously undisclosed illnesses;
- Delays or failures due to force majeure events (e.g., natural disasters, power outages, epidemics).

### 5.5. Enforcement of Warranty Claims

In order to enforce warranty rights, the Patient must:

- Report the issue to the Service Provider immediately;
- Appear for examination and evaluation;
- Present the invoice or warranty card.

The Service Provider shall assess the complaint and, if justified, perform the necessary correction or replacement **free of charge**.

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## 6. Confidentiality and Data Protection

### 6.1.

The Service Provider shall handle all **personal and health data** in accordance with **Act XLVII of 1997** on the processing and protection of health and related personal data, and the **General Data Protection Regulation (EU) 2016/679 (GDPR)**.

### 6.2.

Personal data are collected and processed solely for the purpose of providing healthcare services and maintaining medical documentation.

### 6.3.

The Service Provider shall ensure that data are accessible only to authorized personnel and that all necessary **technical and organizational measures** are taken to prevent unauthorized access, alteration, or loss.

### 6.4.

The Patient has the right to:

- Access their personal and health data;
- Request correction or deletion of inaccurate data;
- Request restriction of data processing where legally applicable;
- Object to data processing;
- File a complaint with the Hungarian National Authority for Data Protection and Freedom of Information (NAIH).

### 6.5.

The Service Provider shall not disclose personal data to third parties without the Patient's consent, except where required by law.

### 6.6.

The Service Provider is entitled to contact the Patient by email, SMS, or telephone for appointment reminders or other administrative purposes related to the treatment.

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## 7. Complaints, Dispute Resolution, and Final Provisions

### 7.1. Complaints Handling

#### 7.1.1.

The Patient may submit complaints or comments regarding the Service Provider's activities:

- **In writing** at the Service Provider's address (1148 Budapest, Örs vezér tere 2.),

- **By email** to: info@uniklinik.hu, or
- **In person** at the reception.

#### **7.1.2.**

The Service Provider shall investigate written complaints within **30 calendar days** and shall notify the Patient in writing of the results.

#### **7.1.3.**

If the Patient is not satisfied with the Service Provider's response, they may turn to:

- The competent **Health Authority** (Budapest Government Office),
  - The **Medical Chamber of Budapest**, or
  - The **Consumer Protection Authority**.
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### **7.2. Dispute Resolution**

#### **7.2.1.**

The Parties shall seek to settle any disputes arising from or relating to the GTC amicably.

#### **7.2.2.**

If an amicable settlement cannot be reached, the dispute shall be submitted to the **competent court of Hungary**, according to the Service Provider's registered seat.

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### **7.3. Amendments to the GTC**

#### **7.3.1.**

The Service Provider reserves the right to amend these General Terms and Conditions. Any amendments shall enter into force on the date of publication on the Service Provider's website.

#### **7.3.2.**

The amended provisions shall apply to Services provided after the date of entry into force.

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### **7.4. Language and Governing Law**

#### **7.4.1.**

These General Terms and Conditions are governed by **Hungarian law**.

#### **7.4.2.**

In the event of discrepancies between the Hungarian and English versions, the **Hungarian version shall prevail**.

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### **7.5. Entry into Force**

These General Terms and Conditions entered into force on **1 June 2024** and shall remain valid until amended or revoked by the Service Provider.

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#### **Service Provider:**

*Uniklinik Dental Center Health Service Ltd.*

1148 Budapest, Örs vezér tere 2.

info@uniklinik.hu