

General Terms and Conditions

Dental Trip- Travel Services

1. Scope of Validity

1.1 The customer assures Dental Trip that he or she is 18 years of age. He or she also assures to use the website of Dental Trip and its partners solely for personal and non-commercial purposes.

1.2 For the contractual relationship between Dental Trip and the customers with regards to the travel services mentioned in section 2.2, these general terms and conditions exclusively apply.

1.3 The usage of own terms and conditions or the like by the customer is hereby rejected.

2. Subject Matter of the Contract, Payable Services

2.1 Dental Trip arranges the stay of the customer in Romania for the purpose of availing medical treatment in respective hospitals or rehabilitation centers. For this, Dental Trip also offers, apart from the mere agency of the medical treatment, travel services, which are provided by third party companies. Dental Trip offers these additional services – if the legal requirements exist – as travel operator.

2.2 Dental Trip particularly offers the following travel services from third party companies:

- Transport services,
- VIP service,
- Accommodation services,
- Services which facilitate the customer's personal well-being (chef, bodyguard, chauffeur, translator, child care, trainer, shopping guide, tour guide, etc.).

2.3 There is no contractual relationship between Dental Trip and the customer on the medical treatment. Therefore, Dental Trip acts exclusively as agent of the respective provider's medical service, and arranges contracts on behalf and account of the providers. In case of booking a medical service, an agency agreement, whose subject matter is the agency of medical service and for which is concluded between Dental Trip and the user. The contractual relationship on the medical treatment as such is in fact concluded between the treating institution and the customer.

2.4 The arranged contract on the medical treatment may also be based on the terms and conditions (AGB) of the provider. In it, terms of payment, provisions on the due date, liability, cancellation, rebooking and repayment – if provided – as well as other restrictions and obligations of the customer may be regulated. If Dental Trip has the AGB of the treating institution, Dental Trip will forward them to the customer for his or her information.

3. Free Services

3.1 The usage of online services on Dental Trip website is free for the customer.

3.2 Dental Trip provides information about medical service of different institutions on its website. Under no condition does this information replace a medical examination, diagnosis or medical advice.

3.3 The customer may review profiles of medical service providers on Dental Trip's website.

3.4 Dental Trip may not be held accountable for programming errors or errors in translations into other languages (the relevant text is in English). Dental Trip is not obliged to keep its website accessible at all time. Dental Trip is entitled to interrupt this service completely or in part.

4. Choice of Law, Conclusion of the Contract

4.1 The contractual relationship between Dental Trip and the customer is solely governed by Romanian law.

4.2 A travel contract on the travel services mentioned in section 2.2 becomes effective once the contract agreement, signed by both parties, is received by Dental Trip.

5. Terms of Payment

5.1 The total payment required for the medical treatment is communicated after being examined in person at medical service provider. The price estimate received prior to this is just an estimate.

5.2 Payments can be made after each intervention or as agreed on each case.

6. Changes of Services, Cancellation, Customer Right to Withdraw

6.1 Changes or modifications of individual travel services (section 2.2) from the stipulated contents, which become necessary after the conclusion of the contract and not brought about by Dental Trip contrary to good faith, are only permitted, so far as the changes and modifications are not significant. Possible warranty claims remain unaffected, as far as the changed services are flawed.

6.2 Both contract parties may terminate the contract on substantial grounds. From Dental Trip perspective, substantial grounds are particularly given when clues exist that the customer files non-serious requests or provides non-serious information to Dental Trip or its partners (third party companies).

6.3 The customer may withdraw from the trip any time before start of the trip. The withdrawal has to be declared – ideally with provision of the travel order number. The withdrawal should be declared in written form. The receipt of the withdrawal declaration at Dental Trip is decisive for the date of withdrawal.

6.4 If the customer withdraws from the travel contract or the customer does not start the trip to Romania (e.g. due to missed connecting flights), Dental Trip may claim reasonable compensation for the measures taken and our expenses. When calculating the compensation, Dental Trip will consider usually saved expenses and services which may usually be used otherwise. The customer shall be at liberty to furnish evidence that no or significantly less costs, compared to the fixed charges specified in the respective contract, incurred. In any case, the amount of the fixed charges is based on the travel price and is specified for each travel service in the travel contract.

7. Exclusion of Set-off

The customer may only set Dental Trip's claims off against counter-claims that are undisputed or determined with legal effect.

8. Commissioning of Third Parties

8.1 Dental Trip is entitled to offer the services mentioned in section 2.2 as organizer within an overall package. These travel service are completely or in part provided by third parties (third party companies). The respective third party company is indicated in the travel contract.

8.2 Under no circumstances Dental Trip can be the contractual partner for the provision of medical services in terms of section 2.1 of these General Terms and Conditions. Dental Trip only acts as agent of these services.

9. Warranty, Customer Obligations

9.1 If services according to section 2.2 were not or not contractually provided, the customer may request remedies in due time. Dental Trip is entitled to find remedies by providing an equal or better compensatory service. However, Dental Trip may deny remedies if they involve a disproportionate effort.

9.2 After completing the trip, the customer may make a claim for partial reimbursement of the costs of the trip if the services in section 2.2 were not contractually rendered and provided that the customer did not neglect to inform about these at the site where they occurred. If a trip is considerably impaired as the result of a defect and if Dental Trip does not remedy the situation within a reasonable period of time set by the participant or setting a deadline is not necessary as remedies are impossible or denied or the cancellation of the contract is justified by a special interest of the customer, the customer may terminate the travel agreement within the scope of the statutory provisions; in his own interests and in order to document such action, notice of termination should be made in writing. The intermediation of the medical service remains thereof unaffected.

9.3 In the event of impaired contractual performance, the customer is obliged to assist in preventing or limiting possible damage as laid down in the statutory provisions.

10. Data Privacy and Confidentiality Obligation

10.1 The customer agrees in writing to the collection, processing and usage of his or her personal data as far as this is necessary for performing the contractual obligations. The processing of data is only used to enable communication particularly between Dental Trip and the medical service providers in order to provide a preferable individual and optimized treatment.

10.2 All of the customer's personal data provided to Dental Trip will not be forwarded to third parties which do not necessarily need this data for the provision of services or which do not participate in the provision of services. Exceptions are legal or official regulations or directives which oblige Dental Trip to disclose personal data.

10.3 The customer has the right to revoke the consent at any time with effect for the future. The customer is aware of the privacy policy shown on Dental Trip's website.

10.4 Dental Trip commits to keep secret any facts which the company becomes knowledgeable about when performing the contract, unless the customer reliefs Dental Trip in writing from this obligation. Exceptions are the institutions which are responsible for the provision of the services and explicit addressees of evaluation, e.g. banks. The required informational content is exactly specified and if necessary restricted in the individual contracts with the different institutes. The confidentiality obligation continues to exist after the end of the contractual relationship.

11. Special Obligations and Liability of the Customer

11.1 Preliminary inquiries may not contain incorrect information and have to have serious intentions. The inquirer is liable towards Dental Trip for culpably incorrect information – if the statutory provisions apply.

11.2 The customer is obliged to treat the information which was provided by Dental Trip as confidential and not to communicate them to unauthorized third parties. In case of a culpable violation of this obligation, Dental Trip may claim damages against the customer.

11.3 The customer is obliged to protect his personal data from third party access. In case of unauthorized usage by a third party, the customer is liable for potential data abuse. The just-mentioned does not apply if abuse as well as access took place without the customer's fault.

11.4 The customer is obliged to confirm the personal data, which is stored in the system, by presenting an official document such as ID card or passport.

11.5 In the event of impaired contractual performance, the customer is obliged to assist in preventing or limiting possible damage as laid down in the statutory provisions.

12. Liability of Dental Trip, Limitation

12.1 Dental Trip is not liable for defaults in performance, personal injuries or property damages in connection with performance which is only arranged as services provided by a third party (particularly the medical treatment) and which have been explicitly designated in the travel description and the booking confirmation as services provided by a third party.

12.2. Dental Trip's liability is excluded or limited to an extent as far as the international agreements or statutory provisions which have to be applied on the services provided by a service provider also exclude or limit its liability.

12.3 Dental Trip's liability for all damage claims arising from tort, which are not based on willfulness or grossly negligent behavior, is restricted to the amount equal to 1 times the price of the trip per customer.

12.4 All contractual claims which come into consideration for failure to comply with trip-related contractual obligations have to be filed with Dental Trip in writing within a month after the contractual trip completion date.

The customer has to assert claims based on tort, if personal injuries are not involved, with Dental Trip within a month after the contractual trip completion date, if possible in writing.

12.5 Contractual claims of the customer lapse after one year starting with the day on which the trip should have ended according to the contract. Claims based on tort, insofar as bodily or health injuries or deprivation of liberty are not involved, lapse after one year starting with the day on which the trip should have ended according to the contract if the injury was not willfully inflicted. Otherwise, the statutory provisions shall apply.

12.6 During ongoing negotiations on the asserted claims of the customer, lapse of time is suspended until he or she or Dental Trip refuses to negotiate any further. The limitation of actions begins to run not earlier than 3 months after the end of the suspension. Claims based on tort due to personal injury or killing lapse after 3 years.

12.7 Section 12.1 and section 12.2 are also applicable for Dental Trip's legal representatives, senior executives and other assistants.

13. Severability Clause

If individual regulations of these General Terms and Conditions should be or become, after contract conclusion, completely or partly ineffective, the validity of the service contract with Dental Trip is otherwise not affected.