

# General Terms and Conditions of TREMP PLASTIC SURGERY AG

Status February 2025

## I. Scope of the AVB

The following General Terms and Conditions of Contract govern the treatment relationship between the customer (hereinafter "Customer") and TREMP PLASTIC SURGERY AG or the doctor treating (hereinafter "TREMPLASTIC SURGERY AG").

They shall be deemed an integral part of the contractual relationship between TREMP PLASTIC SURGERY AG and the customer and shall apply in particular to any follow-up order or subsequent treatment.

Any deviating GTC of the customer shall not be valid and any amendments or ancillary agreements shall only apply with the express written confirmation of TREMP PLASTIC SURGERY AG.

TREMP PLASTIC SURGERY AG may amend the GTCS at any time. TREMP PLASTIC SURGERY AG may request the current version of the GTCS at any time.

## II. Legal relationship

The legal relationship between TREMP PLASTIC SURGERY AG and the customer is of a private law nature.

## III. Conclusion of contract

The order is placed by the customer after a detailed and comprehensive discussion about the desired treatment or procedure. For this purpose, the customer must sign these GTC and the separate patient information/declaration of consent.

TREMP PLASTIC SURGERY AG reserves the right to refuse treatment/operation of the customer if this is indicated due to the medical duty of care.

## V. Limitations of liability

TREMP PLASTIC SURGERY AG shall only be liable for direct damages caused by intentional or grossly negligent acts. Any further liability of TREMP PLASTIC SURGERY AG and its auxiliary persons, in particular liability for indirect damages, is excluded, subject to mandatory statutory provisions. TREMP PLASTIC SURGERY AG cannot provide a guarantee for the treatments and operations. In particular, TREMP PLASTIC SURGERY AG does not guarantee a specific aesthetic result. All of TREMP PLASTIC SURGERY AG issued to the customer imposed pre- and post-treatments are to be strictly adhered to and regular follow-up checks must be carried out. and regular follow-up checks must be carried out. If the customer does not comply with the instructions of TREMP PLASTIC SURGERY AG, all liability claims and in particular any claims for correction or subsequent treatment shall lapse. No liability is assumed for the wardrobe of the customer, which he leaves in the practice. TREMP PLASTIC SURGERY AG shall only be liable for damage items brought into the practice which remain in the customer's care in the event of intent and gross negligence.

## V. Prices and terms of payment

During the personal consultation, the customer will be informed about the treatment and the risks/side effects well as the estimated costs. The prices listed on the website are indicative and not binding. The costs for aesthetic treatments and operations not covered by health insurance or accident insurance and must be paid by the customer.

The cost of a consultation is CHF 250.00, which must be paid immediately after the consultation. If the treatment/surgery is carried out, the CHF 250.00 will be deducted from the customer's total costs. The costs for the planned operation must be transferred to TREMP PLASTIC SURGERY AG no later than 7 days before the operation. The customer receives for this purpose together with the written confirmation the corresponding invoice together with the written confirmation of the surgery date. In the event of late payment, shall be charged default interest of 5% and a reminder fee of CHF 500.00 without further reminder.

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Date Signature

## **VI. Cancellation policy**

If an appointment for a consultation or treatment cannot be kept for an important reason, this must be communicated at least 24 hours before the agreed appointment by telephone, WhatsApp or e-mail. Cancellations after this deadline are considered a missed appointment and the customer will be charged CHF 250.00 will be charged for missed consultations or missed treatments.

Cancellations of an operation must be made at least 14 days before the planned date of the operation. If the customer cancels the operation less than 14 days before the date of the operation, a cancellation fee of 30% of the planned operation costs will be charged. If the operation is canceled less than 7 days in advance, the full operation costs must be paid. It is whether the cancellation is for reasons for which the patient is responsible or not. Failure to pay the operation costs invoiced to the customer in advance by the due date shall also be deemed to be a cancellation of the operation and the full operation costs must be paid.

If the operation can no longer be performed due to a delay for which the customer is or is not responsible or due to medical or health reasons on the part of the customer, the entire planned operation costs will be charged to the customer, i.e. no refund will be made.

However, TREMP PLASTIC SURGERY AG will endeavor to offer an alternative appointment within a reasonable period of time if this is medically possible or due to the patient's health. This is a voluntary concession on the part of TREMP PLASTIC SURGERY AG and the customer has no legal right to receive an alternative appointment.

If the attending physician is unable to attend (e.g. due to illness), TREMP PLASTIC SURGERY AG is entitled to offer the customer a reasonable alternative date without further cost consequences.

## **VII. Data protection and release from medical and professional confidentiality**

All data is used confidentially and in accordance with the statutory data protection regulations. When this data, appropriate technical and organizational measures are taken to protect the data from unauthorized or unlawful access.

The customer expressly releases TREMP PLASTIC SURGERY AG or the attending physician from professional secrecy with regard to the information and documents provided by the customer and waives medical confidentiality. In particular, he agrees that his data may be passed on to laboratories, radiology institutes or doctors providing further treatment for the purpose of medical information and invoicing.

The customer to be contacted by TREMP PLASTIC SURGERY AG by post, telephone and electronic channels (e.g. e-mail, SMS, WhatsApp) for information, appointment or medical purposes.

## **VIII. Severability clause**

Should a clause of these GTC be invalid, this shall not affect the validity of the other clauses. If a clause of these GTC is only partially invalid, the other part shall remain valid. Invalid provisions are by a effective provision that comes as close as possible to the economic purpose of the ineffective contractual provision.

## **IX. Applicable law and place of jurisdiction**

The exclusive place of jurisdiction for all disputes arising from a contract with TREMP PLASTIC SURGERY AG is Zug. Mandatory legal jurisdictions remain reserved. Swiss law shall apply exclusively.

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Date Signature