

# Coordination of Holiday Dialysis Treatments General Terms and Conditions

## § 1

### Preamble

\_\_\_\_\_ **[name of legal entity operating the coordination centre to be added]** (in the following "FMC") operates the coordination centre based in \_\_\_\_\_ **[country of coordination center to be added]** and is responsible for the supporting coordination of dialysis treatments at holiday destinations (in the following "Holiday Dialysis") of a patient ("Patient"). The Patient wishes to receive dialysis treatments at one or more holiday destinations and asks FMC to coordinate such Holiday Dialysis for him.

Therefore, the Patient and FMC (both hereinafter also referred to as "Party" and together as "Parties") enter into the following Agreement (in the following „Agreement“).

## § 2

### Services of FMC

- (1) FMC shall support the coordination of one or more dialysis treatments for the Patient at a center specialized in dialysis treatments identified by FMC in accordance with the criteria indicated by the Patient.
- (2) The coordination of Holiday Dialysis includes the evaluation of availability of potential dialysis centers at the requested holiday destination in accordance with the criteria indicated by the Patient in terms of location, period of time and times and frequency of dialysis treatments („Availability Check“). That means, FMC coordinates the availability check request of the Patient in the name of the Patient at an available dialysis center selected by the Patient (in the following "Selected Dialysis Center") and establishes contact between the Patient and the Selected Dialysis Center.
- (3) For the sake of clarification, FMC only provides support to establish the initial contact between the Patient and the Selected Dialysis Center. The final decision and confirmation whether a treatment can be performed during the requested time by Patient is solely at the discretion of the Selected Dialyses Center. In the event of any unforeseen changes (e.g. the first Selected Dialyses Center by the Patient cannot perform the treatment for medical reasons), FMC will support the Patient by trying to establish a further contact with another potential Selected Dialyses Center.

However, FMC does not guarantee any positive outcome regarding the realization of the request of the Patient in any way.

- (4) The actual treatments are exclusively handled by the Selected Dialysis Center which is fully and exclusively responsible for the treatment. FMC is neither involved in the actual performance and legal compliance of such dialysis treatments nor in the booking or performance of the holiday trip.
- (5) If and to the extent, according to the assessment of FMC, assistance or takeover of another coordination centre within the Fresenius Medical Care group of companies (in the following "Alternative Coordination Centre") is required or helpful in context with organising a Holiday Dialysis in a successful and efficient way, FMC is entitled to involve such alternative coordination center. A list of coordination centers worldwide can be accessed here ***[link to list of coordination centers to be added]***. The Alternative Coordination Centers provide the same services as provided by FMC under this agreement as subcontractors of FMC ***[to be verified whether such position of a subcontractor is intended]***.
- (6) FMC will provide the above mentioned Services under this Agreement free of charge.

### **§ 3**

#### **Responsibilities of the Patient**

- (1) The Patient shall provide all personal information required to successfully coordinate the requested Holiday Dialysis. In particular, the Patient shall provide information on his intended holiday trip (destination and period of time) and the requested dialysis times and frequency.
- (2) Furthermore, the Patient shall ensure and hereby provides authorization that the physician treating him at his home dialysis center (in the following "home physician") will provide the Selected Dialysis Center with the required medical and health information as listed in the attached "Holiday Dialysis Request" as soon as possible before the date of the scheduled beginning of the Holiday Dialysis. FMC may assist the Patient by asking the home physician to complete the "Holiday Dialysis Request" and transferring the completed form to the Selected Dialysis Center or by asking the physician at the Selected Dialysis Center to access the data required via the electronic therapy information system "EuCliD 5".

- (3) The Patient shall return signed copies of this Agreement and the attached Consent Form as soon as possible before the date of the scheduled beginning of the Holiday Dialysis that is a prerequisite for FMC to duly start coordinating the requested Holiday Dialysis.
- (4) The Parties agree that a holiday dialysis center may deny treatment of a particular Patient at any time during the process supported by FMC according to this Agreement, in particular, if a holiday dialysis center cannot provide the relevant resources required for a particular treatment.

#### **§ 4**

##### **Term and Termination**

This Agreement takes effect upon being duly signed by the Patient. This Agreement may be terminated by each Party at any time in written form.

#### **§ 5**

##### **Liability**

FMC is only fully liable for damage caused to the Patient by an intentional or grossly negligent breach of duty by its employees, statutory representatives or auxiliary persons employed to perform duties under this Agreement. Where a claim for damages against FMC is based on simple negligence on the part of FMC (including the persons listed above), FMC is liable only for

- death, personal injury or damage to health or,
- where the duty breached is an essential contractual obligation on compliance with which the Patient is usually and legitimately entitled to rely as a precondition for due performance of this Agreement, foreseeable damage typical of such contracts.

#### **§ 6**

##### **Data Protection**

The Patient notices that for the purpose of this Agreement it is necessary to provide and disclose personal data to FMC and the physicians at the Selected Dialysis Center. The details of data processing operations in context with the coordination of Holiday Dialysis treatments are described in the attached Consent Form that is to be signed by the Patient.

#### **§ 7**

##### **Miscellaneous**

- (1) This Agreement and the contractual relationship is governed by the laws of ***[governing Law to be added. We suggest to select the local law of the acting coordination centre]***. The statutory provisions to limit the choice of law and to apply mandatory provisions particularly of the state in which the Patient as a consumer has his habitual residence remain unaffected.

- (2) Headlines in this Agreement are not relevant for the interpretation of the Agreement. Should provisions of this Agreement be or become invalid or unfeasible, the validity of the remaining provisions of this Agreement shall not be affected thereby. The parties are required to jointly replace the invalid or unfeasible provision with a valid provision approximating the invalid or unfeasible one as closely as possible. The same applies for any lacunae in this Agreement.
- (3) There exist no ancillary verbal side-agreements to this Agreement. Any amendments of this Agreement must be in writing and must be signed by both parties. This does also apply to a change of this written form requirement. Unless legally required elsewhere, e-mail messages are not deemed to satisfy the written-form requirement.

**Patient**

Place, Date

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Signature

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