



General Terms and Conditions [GTCs]

Of LeRo /Teralava S.L.U., referred to in the following as LeRo, for the lease and sale of assistive devices

for ill and handicapped persons, referred to in the following as assistive devices and mobility assistive devices (mobility equipment).

Status March 2012

#### **PART I. GENERAL TERMS AND CONDITIONS I.1 GENERAL**

**I.1.1** All goods, services and offers from LeRo /Teralava S.L.U are carried out according to the following general terms and conditions. Any customer's conditions that are contrary to or deviate from these and that we do not explicitly recognise in writing are not binding on us, even if we do not explicitly reject them.

**I.1.2** Customers are purchasers, leasers and recipients of services. For purchasers, Part II applies additionally and for leasers, Part III and for recipients of services, Parts IV and V of these terms and conditions.

**I.2 OFFERS AND ISSUE OF CONTRACT I.2.1** Our offers are subject to change.

**I.2.2** Orders once issued are binding on the customer.

#### **I.3 LIABILITY**

**I.3.1** The use of a mobility assistive device or other leased or purchased assistive device proceeds solely at risk to the customer. Liability of any kind on our part for personal injuries or property damage that results from the use of a mobility assistive device or other type of assistive device is excluded.

The customer cannot bring claims against us for his own errors (e.g. operator error) or the actions of third parties.

**I.3.2** Strictly speaking, LeRo /Teralava S.L.U is liable for damages in the framework of applicable provisions of law

only to the extent that it can be proven to have acted with malicious intent or gross negligence. Liability for slight instances of negligence is excluded. Compensation for subsequent damages and damage to assets and damages resulting from third party claims is excluded in every case.

**I.3.3** In the case of other culpable breach of essential contractual obligations (cardinal obligations) our remaining liability is restricted to the types of foreseeable damages typical to contracts of this kind. In other respects, liability—regardless of the basis in law— is excluded (especially claims arising from the breach of primary and secondary obligations, impermissible acts or other minor criminal act).

#### **I.4 TERMS OF PAYMENT**

**I.4.1** To the extent that the order confirmation (preferably with the invoice) states nothing else, the billed amount (without discounts) is due and payable in advance.

**I.4.2** In the event of default of payment, default interest in the amount of two per-cent above the current discount rate of the Spanish Central Bank must be paid. The assertion of additional claims for default damages is not excluded. All of our claims are due and payable immediately if the due

payment date for a claim is not met.

Offsetting against counter-claims is only permitted if they are undisputed or have been legally established. The buyer also has no right of retention due to disputed counter-claims or claims deriving from another contractual relationship.

Customers who are acting on behalf of others remain contractually liable to LeRo Teralava S.L.U until we receive the payment from their client.

#### **I.5 OTHER PROVISIONS**

No side-agreements to these GTCs exist. Changes or amendments strictly require written form to be legally enforceable.

The customer is not entitled to assign his claims from this contract.

#### **I.6 DELIVERY**

Delivery proceeds at cost and risk to the customer. To the extent that nothing else is explicitly arranged on acceptance of the order, we may, at our discretion, complete delivery using our own vehicle or through third parties (postal service, rail, shipping company, courier service, etc.). LeRo /Teralava S.L.U is entitled but not obligated to insure shipments in the name of and at cost to the customer. The delivery object is deemed approved on expiration of the period.

#### **I.7. PLACE OF FULFILMENT, COURT OF JURISDICITON, ENFORCEABILTIY**

The place of fulfilment and the court of jurisdiction for all claims and legal disputes arising from the contractual relationship is the business headquarters of LeRo /Teralava S.L.U

#### **I.8 CONFIDENTIALITY**

**LeRo /Teralava S.L.U** and the customer are obligated to maintain confidentiality concerning trade secrets of the other party, not disclosing them to third parties, and instruct their employees accordingly.

#### **I.9 DATA STORAGE**

**LeRo /Teralava S.L.U** is entitled to save data about the customer that it receives as a result of the business relationship and use them for commercial purposes. Furthermore, LeRo /Teralava S.L.U is entitled to share customer-specific data with other firms to the extent that this is necessary for the performance of the requested service. The respective data are subject to the Spanish Data Protection Act and will be treated with commensurate secrecy.

#### **I.10 SAFETY NOTICE**

According to Spanish traffic law, mobility assistive devices, especially wheelchairs, electrical wheelchairs and scooters are treated as pedestrians.

With that in mind, the users must conduct themselves as pedestrians, i.e. adjust their speed and show consideration for other persons in traffic.

Use of the road intended for motor vehicles is only permitted where there are no suitable pedestrian walkways (e.g. rural roads, alleyways/narrow streets in the old parts of cities).

### **I.11 SEVERABILITY CLAUSE**

Should individual provisions of this contract prove or become unenforceable, this will not affect the enforceability of the remaining provisions of the contract. The contracting partners will, in mutual agreement, collaborate in finding a provision that most closely approximates the intent of the unenforceable provision.

## **PART II. SPECIAL TERMS AND CONDITIONS FOR SALE TO CUSTOMERS**

### **II.1 SCOPE OF SERVICES**

**II.1.1** Information concerning the object of purchase, including illustrations and drawings in prospectuses, advertising materials or other sales documents are only approximately accurate and therefore non-binding. They can only be deemed guarantees of specific properties or of durability if LeRo /Teralava S.L.U specifically identifies them as such in writing.

**II.1.2** Technical and structural changes to the products that are common to the industry remain reserved, to the extent that they do not unreasonably burden the customers and to the extent that they do not detract from the usability of the object of purchase.

### **II.2 DELIVERY PERIOD AND DEFAULT OF DELIVERY**

**II.2.1** Delivery deadlines are only valid, if we expressly confirm them. LeRo /Teralava S.L.U is not responsible for any failure to meet the delivery deadline due to changes or corrections requested by the customer as well as any delays caused by the customer. Furthermore, due to the geographic location and the peculiarities of customs law of the Canary Islands, delivery deadlines are always to be considered non-binding information.

**II.2.2** In the case of default of delivery for which we are responsible, a reasonable grace period must be granted. Once the grace period passes without result, the customer can withdraw from the contract.

**II.2.3** To the extent that we receive incorrect or late delivery from our suppliers and we are not responsible for this occurrence, the performance period will be extended by a corresponding period. At our discretion, we can in this case, declare our withdrawal from the contract with respect to the items not delivered.

**II.2.4** In the event of default on delivery, the customer can, after the fruitless expiration of a reasonable grace period; in the event that our performance proves impossible, this right may be exercised without a grace period.

**II.2.5** If a fixed-date transaction was agreed to, we are liable according to the provisions of law.

### **II.3 TRANSFER OF RISK, ACCEPTANCE OF THE PRODUCTS AND PARTIAL SHIPMENTS**

**II.3.1** Delivered objects are, if they evince only insignificant defects, must be received by the customer without prejudice to his rights under II.6. Partial shipments are permissible to the extent that they are reasonable for the customer.

**II.3.2** On request, LeRo /Teralava S.L.U will insure products against transport damages at cost to the customer. This transport insurance expires in any case once the goods arrive at the customer's premises or at the deliver site named by the customer.

#### **II.4 PRICES AND TERMS OF DELIVERY**

**II.4.1** The price list in its currently valid version indicates whether the prices are gross or net. In the case of individual offers, the net price, VAT and gross price will be stated.

**II.4.2** The purchase price plus VAT must be paid in advance without any discount.

**II.4.3** If changes occur in the price basis (e.g. increase of price for bas materials, wage increases) on or before the date of delivery, which is four months after the conclusion of contract, we reserve the right to make commensurate changes in the price after informing the customer.

**II.4.4** When a contract is issued, LeRo /Teralava S.L.U can demand a down payment in the amount of 50%. This down payment can come to 100% especially for customers buying certain articles (adjustments, etc.).

#### **II.5 Reservation of Title**

Until the products are paid in full they remain our property. This reservation of title includes replacement or spare parts such as motors, rechargeable batters, control devices, etc. even if they are installed by the customer, since this does not make them into integral components in the sense of Codigo Civil España [Spanish Civil Code].

#### **II.6 LIABILITY FOR LEGAL AND MATERIAL DEFECTS**

We are liable as described in the following the delivery for defects in to the extent that the customer is a registered merchant but only in the event that the customer fulfils the duties to inspect and report established in the Spanish Codigo de commerico [Spanish Commercial Code]. The complaint of material defect in this case must be submitted in writing, and must include the serial number and invoice number.

**II.6.1** To the extent that a defect is present in the object of purchase, we may, at our discretion, remedy the defect or deliver an object free of defect. The precondition for this is that the defect not be a significant one.

**II.6.2** Should the subsequent fulfilment described in Paragraph 1 be impossible or fail, the customer has the options of either receiving a commensurate reduction in the purchase price or withdrawing from the contract in conformity with the applicable provisions of law. If a defect becomes apparent within the legally obligatory warranty period, and subsequent fulfilment fails or is not possible and the customer desires for this reason to withdraw from the contract, an amount corresponding to the value of beneficial use during the period when such use was unimpeded can be deducted from the refund.

The basis for this is the "operational lifespan" of the product in the regular operation of the device compared to the time actually used.

For the "operational lifespan", the following guide values apply: Electrical devices– 2 years; all other devices–2 years; batteries– 3 months.

Other customer claims, regardless of their basis in law, are excluded or restricted as stated in Number 3 Part I.

**II.6.3** No warranty is given for damages resulting from the following causes: Unsuitable or improper use, incorrect assembly by the customer or a third party, natural and ordinary wear and tear, improper or negligent use, excessive strain, unsuitable operating materials, defective construction, unsuitable substrates, substituted fuels or consumable materials, chemical, electro-chemical or electrical influences (to the extent that we are not responsible for them), improper modifications and repairs done on the product by the customer or a third party without our prior approval. This applies especially to the rechargeable batteries since they lose capacity if they are not completely discharged and then recharged according to the operating instructions; failure to do this can result in irreparable damage to the batteries. The warranty is furthermore excluded for defects that can be attributed to the customer's failure to heed the manufacturer's preconditions for operational start-up or failure to observe the manufacturer's service and maintenance instructions during operation or if the customer makes modifications to the delivered items or replaces parts with substitutes that do not conform to the manufacturer's specifications.

**II.6.4** Claims related to product defects expire in conformity with the applicable provisions of law.

### **PART III. SPECIAL CONDITIONS FOR LEASE CONTRACTS WITH CUSTOMERS**

#### **III.1 CONTRACTUAL RELATIONSHIP**

Contract partners are those parties who sign the leasing contract. Several customers acting as a lessee are jointly and severally liable. Oral side-agreements are not valid with the exception of an extension of the term of lease granted by the lessor by telephone.

**III.2 RENTAL PRICE, TERM OF LEASE AND METHOD OF PAYMENT III.2.1** The rental price is determined by the current price list.

**III.2.2** The billable term of lease begins with the day of pick-up/delivery and ends, even if sent back/recovered before expiration of the regular term, with the agreed-up end of the lease period. IF the customer does not pick up the object of lease or if it is returned before the term of lease expires, LeRo /Teralava S.L.U has a right to the agreed-upon rental fee.

If the object of lease is not returned by the deadline for return, the contractually agreed-upon rental fee will continue to be due and payable for the additional period until the object is actually returned. LeRo's /Teralava S.L.U right to assert claims for other damages remains unaltered by this.

**III.2.3** To the extent that nothing else is arranged, the contractually agreed-upon security deposit must be paid on pick-up/delivery. This security deposit will be returned to the customer minus any accumulated costs for any time gone beyond the term of lease or any damages to the object of lease. The amount of the security deposit will be determined by the currently valid price list.

### **III.3 LESSEE'S OBLIGATIONS**

**III.3.1** Duty of care/ cleaning and charging the rechargeable batteries. The lessee must handle the leased object with care. He must follow the technical rules and operating instructions, especially observing the charge status of the rechargeable batteries. The leased object will be given to the lessee clean and with fully charged batteries. The lessee must return it in the same condition.

**III.3.2.** Under Spanish traffic law, mobility assistive devices, especially wheelchairs, electric wheelchairs and scooters are treated as pedestrians.

Correspondingly, the user must conduct himself/herself as a pedestrian, i.e. adjust speed and show appropriate consideration for other persons in traffic.

The use of the traffic lanes for motor vehicles is only permitted if there is no pedestrian path or no suitable pedestrian path (e.g. rural roads or narrow alleys in the older parts of the city).

**III.3.3** To the extent that nothing to the contrary was arranged in writing, only the lessee and persons listed on the lease and their family members are allowed to use the leased object, and these only if they meet the minimum requirements. Children under 12 only in the company of a parent or legal guardian; children over 12 only with the permission of a parent or legal guardian. If the leased object is given over to a third party, the lessee is in any case responsible for compliance with the provisions of this contract by and the conduct of this third party as for his/her own conduct.

**III.3.4** In case of damages, the lessee is obligated to immediately inform LeRo of the damages. A report with the names and telephone numbers of the parties involved as well as description of the damages and how they occurred must be provided. If personal injuries occurred, the police must be informed. The police accident report and/or confirmation of refusal to issue an accident report from the police must be submitted.

**III.3.5** The leased object must not be driven while under the influence of alcohol or other drugs.

### **III. LESSEE'S LIABILITY**

**III.4.1** The lessee is liable for all damages for which he is responsible that occur during the lease period of the leased mobility assistive device and its equipment. In the case of damages he is responsible under applicable provisions of law specifically for:

- a) The required repair costs whose amounts can be determined by the appraisal of an expert
- b) In the case of a total loss or theft, reimbursement of the full purchase price plus the VAT
- c) Costs of recovery and return d) Costs of an expert appraisal
- e) Loss of value (both technical and mercantile)
- f) Any damages from loss of use incurred by the lessor for the duration of the repairs, in the case of total loss for the time required to procure a replacement and put it into service g) All incidental costs for restoration of the damages
- h) Any damages resulting from downgrading if insured by the lessor

**III.4.2** There is absolutely no liability and/or comprehensive insurance provided for the leased mobility assistive devices by the lessee. The lessee must check to determine whether and in what scope the mobility assistive device is covered by the lessee's private liability insurance or the company liability insurance in the case of companies. The device is driven at own risk and the lessor accepts no liability of any kind.

**III.4.3** In the event that the delivered object of lease does not match the device reserved or if should prove defective and for that reason cannot be used, the lessee is obligated to inform LeRo of this state of affairs immediately.

### **III.5 LESSOR'S OBLIGATIONS**

**III.5.1** If a repair becomes necessary during or before the lease period without the lessee being responsible, the lessor will attempt to provide a replacement device. If the replacement device cannot be provided and/or the repair is not possible, the lessor is obligated to waive or reimburse the rental price for the period for which use was lost.

**III.5.2** The lessor is liable for any damages to the lessee exclusively as delineated in I.3 of these general terms and conditions.

**III.5.3** The lessor is not responsible for property valuables and/or other objects that are left with the leased object when it is returned.

### **III.6 ACCEPTANCE AND RETURN OF THE LEASED ARTICLE**

**III.6.1** In the case of leasing arrangements made through the reservation of a third party (agents, travel agencies, hotels, etc.) in the name of the lessee, the lease contract and the recognition of GTC's is deemed completed when the lessee accepts the leased object, uses it or allows the leased object to be stored in his/her residence and does not inform LeRo /Teralava S.L.U of any objections within 24 hours.

**III.6.2** The leased object must be returned intact (incl. the charger, foot supports, seat cushion, etc.) to the lessor by the date specified in the leasing contract. The leasing contract ends only when all components have been returned. Any extension of the lease period must be requested in writing or by telephone at the latest 24 hours before its expiration. This can also be done for short periods on mutual agreement.

**III.6.3** The lessor can cancel the leasing contract early or without notice if its continuation becomes unreasonable for justifiable reasons; this especially applies if the lessor becomes aware of false statements concerning the person of the lessee, for example his/her bodily and/or mental handicaps, that lead one to expect a hazard to the lessee or third parties, doubts of creditworthiness, significant indications that the customer is unreliable and breach of contractual obligations. The lessor's claims to compensation of damages remain unaffected.

### **III.7 ACCEPTANCE OF RESERVATIONS AND DELIVERY**

**III.7.1** The lessor reserves the right to refuse delivery in spite of a confirmed reservation if this is not reasonable.

**Example 1:** A medical bed is supposed to be brought into an upper floor of a building/hotel and there is no freight elevator that is suitable and of adequate size or the building manager/hotel manager refuses to allow the regular elevator to be used, or it is not of adequate size.

**Example 2:** The geographical, architectural or meteorological preconditions do not allow for the specific device to be used and/or it is likely that the use of the device would damage it or pose a hazard to the lessee or third parties.

### **PART IV. SPECIAL CONDITIONS FOR THE REPAIR, DELIVERY, INSPECTION; REVISION AND OTHER REPAIR SERVICES FOR MOBILITY DEVICES AND OTHER TECHNICAL ASSISTIVE DEVICES**

#### **IV.1 OBJECT OF CONTRACT**

The customer gives a mobility assistive device and other technical assistive devices over to LeRo /Teralava S.L.U for the purpose of inspection/repair/revision or other service and repairs.

#### **IV.2 ESTABLISHMENT OF CONTRACT**

The customer issues an order by completing and signing a repair order, in exceptional cases by giving an order orally (telephone).

The repair order will identify the object to be repaired as well as the desired work.

LeRo /Teralava S.L.U will issue a copy of the repair order for the customer; it will confirm receipt of the object to be repaired.

The customer can also assign a person authorised to represent him to drop off the object to be repaired.

#### **IV.3 CONTRACTOR'S LIEN**

Along with the legal contractor's lien, LeRo /Teralava S.L.U has, on the basis of its claim from the contract, a contract

lien on the object to be repaired that has come into its possession based on the contract. The contractual lien can also be exercised on the basis of claims deriving from work completed earlier and all other services to the extent that they are connected to the object of contract.

For other claims deriving from the business relationship, the contractual lien applies only to the extent that they are undisputed or have been established with legal force.

#### **IV. 4 ACCEPTANCE**

The customer is obligated to accept the repaired object as soon as LeRo Teralava /S.L.U informs him that it is finished. Acceptance must be completed in LeRo /Teralava´s S.L.U business premises, to the extent that nothing else is explicitly arranged. The customer enters into default of acceptance if he does not pick up the repaired object either on the arranged hand-over date or when reminded by LeRo /Teralava S.L.U. In the event that the customer defaults on acceptance, LeRo /Teralava S.L.U is only liable for damages to devices and property in cases of malicious intent or gross negligence.

If the repaired object is not picked up by the customer within 10 working days of completion, LeRo /Teralava S.L.U will charge a storage fee of 5.00 Euro per calendar day.

#### **IV. 5 DELIVERY**

If it is arranged that the repaired object is to be delivered to a site specified by the customer, LeRo /Teralava S.L.U is entitled to bill this.

Should the customer, in spite of an arrangement of appointments in advance, refuse acceptance or fail to be present, he is obligated to reimburse LeRo /Teralava S.L.U for the costs of the unsuccessful travel and any additional travel related to the attempted delivery.

#### **IV.6 LIABILITY FOR MATERIAL DEFECTS**

LeRo /Teralava S.L.U is liable for material defect for the duration of the legally mandated period starting from the delivery of the object of contract to the customer.

#### **IV.7 LIABILITY**

Claims to compensation for damages against LeRo /Teralava S.L.U are excluded to the extent that they are not based malicious intent or grossly negligent conduct on the part of LeRo /Teralava S.L.U or its subcontractors. This does not apply to bodily injuries caused by negligence or product liability. The period of limitations for the assertion of claims to compensation for damages is one year and begins on the date on which the action that establishes the obligation to provide compensation for damages was performed. Should the legal periods of limitations lead, in the individual case, to a shorter period of limitations for LeRo /Teralava S.L.U, they apply. For all other claims for compensation for damages, the legal provisions of the Spanish Civil Code (Codigo Civil) apply. LeRo /Teralava´s S.L.U liability is limited in amount to the types of damages typical for transactions of this kind that were foreseeable at the conclusion of this contract or at the latest on the occasion of the breach of contract. LeRo /Teralava´s S.L.U liability for subsequent damages from defects is excluded for the legal ground of positive breach of contract if and to the extent that the liability of the same does not result from a violation of essential obligations for the fulfilment of the purpose of the contract.

## **Part V. SPECIAL CONNDITIONS FOR NURSING CARE SERVICES V.I. SERVICES**

The customer will receive services from LeRo /Teralava S.L.U whose scope, process and content will be discussed

with the customer or ordering party and settled in detail in the jointly drafted care plan. This can however be adjusted if necessary to the current demands. These services and all care-relevant information will be documented. (Property of the care service, essentially it may only be edited by LeRo /Teralava S.L.U and the treating physicians, must be returned to the nursing care provider on end of the contract). The documentation of care will be recorded on every day when services are provided by the specific nurse. The documentation of services will be reviewed weekly by the recipient of services or his/her legal representatives for accurate recording of the services and recognised by LeRo /Teralava S.L.U with a signature. All services from LeRo /Teralava S.L.U will be rendered as private services.

### **V.II PERFORMANCE OF SERVICES**

In the course of service plan drafting, the time required to provide services at the premises of the customers and/or ordering party must be taken into account. The nursing providing reserves however the right to change the timing of the house visits according to acute medical urgency as well as on the basis of financial considerations. As a rule, the customer will be informed if the assigned nurse will be more than 30 minutes late. For time delays that are caused by force majeure, e.g. illness among employees, unforeseen incidents, traffic emergencies, weather conditions, etc., the nursing service cannot accept responsibility or any liability. However, the service is obligated to remedy the situation as quickly as possible. To the extent that the customer cannot open the building doors itself, he will provide the nursing care service with keys for the building and the apartment for the duration of the duration of the contract. In emergencies or the justified suspicion of an emergency situation with the customer in his/her domicile, the nurse is required to call emergency services and fire department for assistance, who will then open the residence with force if needed, if there is no other means of access. Any and all costs accumulating (replacement locks, etc.), will be borne solely by the customer. The customer and/or the ordering party are obligated in the case of waits that were caused by it or by third parties that it commissions as well as in the event that visits to a medical practice necessary to nursing services to assume responsibility for any added costs caused by these events. They will be billed at a flat rate according to the pricelist for services in the current edition.

### **V.III. ASSUMPTION OF COSTS AND BILLING**

The customer and/or ordering party/joint ordering party is liable is/are jointly and severally liable for all obligations and costs billed by the nursing service that derive from direct or indirect commissioning even if commissioning was done orally.

The billing addressee is that of the customer or its legal representative or custodian.

The client/ordering party is aware that it must assume financial responsibility for all costs of care.

#### **V.IV TERMS OF PAYMENT**

Due to the fact that the majority of the customers are tourists and therefore act outside of Spanish legal jurisdiction, LeRo /Teralava S.L.U demands a security in the amount of the expected amount to be billed for the nursing services to be provided. The amount of security can be adapted at any time. If the customer refuses to provide the security entitles LeRo /Teralava S.L.U to refuse or stop services.

In exceptional cases, LeRo /Teralava S.L.U can agree to payment by third parties (e.g. insurance providers, nursing care insurance funds, other service providers, etc.) to the extent that an irrevocable, written agreement to accept costs from the third party is held.

This assumption of costs must include the following data:

Complete name of the third party and/or the service provider to assume costs  
Complete address of the third party and/or service provider to assume costs  
Period of the assumption of costs

Amount of costs to be assumed

#### **V.V LIABILITY**

The liability of the nursing service is limited to the liability for damages that are attributable to grossly negligent breach of contract by the nursing services or an intentional and malicious or grossly negligent breach of contract by a legal representative or vicarious agent of the nursing service, to

the extent that it is not a case of violating indispensable cardinal obligations. In every case the nursing service is liable up to a maximum of the upper limit of liability under provisions of law in Spain.

#### **V.VI BAN ON RECRUITMENT**

The employees of this nursing service are strictly forbidden to provide or bill services or other activities for the customer or ordering party than those agreed upon. The customer and ordering party is obligated not to claim services from any employee of the nursing care services without the consent of the nursing service, either for compensation or without compensation, for the during of this agreement and for a period of 12 months after its expiration. Customers and ordering parties

are obligated to compensate the nursing service for any damages in the case of a breach of contract.

The nursing service is entitled in this case to demand compensation for damages in the amount of a monthly fee for the average total liquidated costs during the whole of the contract period without providing any additional proof of damages. The nursing service reserves the right to assert actual damages that are higher; the customer and ordering party reserve the right to provide evidence of lower damages.

#### **V.VII CANCELLATION**

In the case that a patient is admitted for in-patient treatment at a clinic for the term of his/her stay

or when the customer is on holiday, the mutual obligations to provide primary services deriving from

this agreement are suspended for the duration of the holiday.

If the customer does not want to claim the agreed upon services for other reasons or does not want to claim them for the agreed upon period, the customer must announce this to the planning department at least 24 hours before the date on which the nursing care is to start. If there is no communication or if it is late, the service provided will be billed on the basis of the agreed upon date.

#### **V.VIII DATA PROTECTION AND CONFIDENTIALITY OBLIGATION**

The customer and/or ordering party agrees with its signature that the nursing services will record all necessary customer data, general contract data, billing data and service data insofar as they are necessary for the proper fulfilment of the service agreement (e.g. computer files/customer files in hardcopy) and communicate all data necessary for billing to the respective parties responsible for costs, to general practitioners/ specialists. The nursing service is obligated to maintain confidentiality concerning data concerning the customer's data, conditions and concerns of which it becomes aware during the execution of the contract, to the extent that disclosure of this information is not necessary to answer inquiries from parties responsible for costs or necessary to provide information to doctors, hospitals, the "Medical Service for Health Insurance Providers" and the customer's family members. In this respect the customer release the employees of the nursing service from their confidentiality obligations here and now.