

General terms and conditions of the medical rehabilitation facilities in the town of Radolfzell METTNAU

Section 1 Area of application; legal relationship with the patients and guests

(1) These general terms and conditions (hereinafter: ("**GTCs**") apply, unless otherwise agreed, to the contractual relationships between the medical rehabilitation facilities of the town of Radolfzell METTNAU, Strandbadstraße 106, 78315 Radolfzell am Bodensee, (hereinafter: "**METTNAU**") and the patients and guests (hereinafter: "**Patients**") for the services offered by METTNAU.

(2) The legal relationship between METTNAU and the patients is private.

Section 2 Scope of services

(1) The services at METTNAU include general preventive and rehabilitation services, including follow-up treatment and elective services.

(2) General preventive and rehabilitation services, including follow-up treatment, are those services that are necessary for medically appropriate and adequate care and rehabilitation, taking into account the performance of METTNAU in individual cases according to type and severity of the patient's condition. These prerequisites also include

- (a) the measures carried out during the stay for the early detection of diseases and
- (b) the performance of third parties arranged by the METTNAU.

(3) Elective services are regulated services separately concluded in elective service agreements according to § 4 Para. 1.

(4) The reservation and pledge of a specific room number is non-binding. METTNAU reserves the right to assign another room within the booked room category.

Section 3 Admission, transfer, discharge

(1) As part of the performance of METTNAU, patients are admitted who are in need of rehabilitation and can either verify a corresponding coverage of costs by a health insurance provider or are obligated to pay the remuneration as part of the services of METTNAU as direct payers. The decision regarding an admission is made by METTNAU; there is no obligation to admit a patient. Any obligations of METTNAU with regard to the immediate danger to life or the risk of the exacerbation of a disease that requires the immediate treatment, remain unaffected.

(2) Persons accompanying the patients can be admitted to METTNAU if this is medically necessary according to the judgement of the physician in METTNAU and is possible based on the existing capacity in METTNAU. In addition, an accompanying person can be admitted on the request of the patient as part of an elective service (Section 4), if sufficient accommodation options are available, the operation is not obstructed and medical reasons do not preclude this. The accompanying person shall receive an extra bed in the patient's room, if possible.

(3) METTNAU reserves the right to assign patients - as far as possible, after prior coordination - to another department or other facility if this is medically necessary or if it is expedient for other, e.g. organisational reasons.

(4) The length of stay depends on the judgement of the attending physician. Regardless of whether the discharge takes place at the patient's request, also at the expiry of the cost absorption declaration. If the patient insists on leaving against medical advice or leaves the rehabilitation facilities without authorisation, METTNAU will not be liable for possibly resulting consequences. METTNAU will inform the responsible funding agency of the discharge at the patient's request. An accompanying person will be discharged if the prerequisites of Para. 2 no longer exist.

(5) METTNAU's obligation ends with the discharge.

(6) A legal entitlement to an extension of the stay does not exist.

Section 4 Elective services

(1) Elective services can be agreed between METTNAU and the patient within the personnel and material capacities and are charged separately as detailed in the METTNAU price list, as long as the general rehabilitation services are not affected. Elective services include special services, such as single room occupancy, or certain forms of therapy. Remuneration invoiced for these services may not or not fully be reimbursed by the private or public health insurance or state aid.

(2) Remuneration, content and other details on the provision of elective services are given in the, separately concluded elective services agreement, where applicable. 2

Section 5 Remuneration

(1) Remuneration for general prevention and rehabilitation services, including follow-up treatment (Section 2 Para. 2), is subject to the legal requirements and applicable tariffs.

(2) Remuneration for any further services used, if applicable, in particular elective services, is based on the METTNAU price list effective at the conclusion of the contract and the contents of the elective service agreement. Prices may vary depending on the season. For a stay which extends over a season change, there is a daily pro rata billing. If a stay extends beyond the duration of validity of the price list valid at the conclusion of contract, the relevant new price list applies to the follow-up period.

(3) With regard to settlement, the admission and departure day count as one day. The day of arrival begins with lunch; the day of departure ends with breakfast. Missed meals cannot be reimbursed or substituted at a different time.

(4) The patient is obliged to leave the room by 9:30 on the day of departure. If the room is used beyond the time period without the consent of METTNAU, METTNAU is entitled to charge the cost of another day (overnight stay incl. full-board).

Section 6 Settlement of remuneration for statutory health insurance and therapeutic beneficiaries

(1) As far as a public service funding agency (e.g. a statutory health insurance provider) is obliged to pay the remuneration for the METTNAU services in accordance with the relevant statutory requirements, METTNAU bills the remuneration directly to this funding agency when the patient provides a cost absorption declaration from the health insurance provider before the start of the stay which includes all services that are necessary in the individual case according to the nature and severity of the disease for the medical treatment in METTNAU.

(2) If the patient does not submit a cost absorption declaration in terms of Paragraph 1 no later than at the start of the stay, he/she is obliged to pay remuneration for the services as a direct payer (Section 7 of these GTCs). The same applies if and to the extent that the proposed cost absorption declaration does not or not fully cover the services (e.g., elective services).

(3) Patients who are legally insured and have completed their eighteenth year pay a co-payment in accordance with the statutory provisions which is then forwarded by to the statutory health insurance provider by METTNAU.

Section 7 Settlement of remuneration for direct payers

(1) Direct payers are obliged to pay remuneration for the services in METTNAU regardless of whether a third party bears these costs fully, partially or not at all.

(2) After completing treatment, a final invoice is prepared by METTNAU for the services rendered. METTNAU reserves the right to issue a possible subsequent billing of services that are not included in the final invoice, as well as the correction of errors.

(3) Movement therapy services are calculated on the basis of the currently valid METTNAU price list in deviation from the directory of medical products (Section 6 Para. 1 No. 3 of the state aid rules of the Federal Government).

(4) The invoice amount is due within 14 days after receipt of the invoice, unless otherwise governed by these terms and conditions.

(5) Offsetting the invoice payment against contested or not legally recognised counter claims is excluded.

(6) Direct payers shall make an advance or partial payment prior to or upon written request no later than during the stay. This is

- with a stay of at least 1 week: € 500.00
- with a stay of at least 2 weeks: € 1,000.00
- with a stay of at least 3 weeks: € 1,500.00
- with a stay of at least 4 weeks: € 2,000.00

Advance or partial payments can be made in cash or by debit card - also by credit card on-site at Klinik Seehalde or by bank transfer to METTNAU's account

Sparkasse Hegau-Bodensee

IBAN DE07692500350004144804

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Reference: Advance payment [*first and last name of the patient*]

(7) In the case of booked health programmes, the total amount is due 3 days after arrival.

Section 8 Settlement of remuneration for accompanying persons

(1) Accompanying persons are obliged to pay a fee for the services.

(2) After completing the stay, a final invoice is prepared by METTNAU for the services rendered. METTNAU reserves the right to issue a possible subsequent billing of services that are not included in the final invoice, as well as the correction of errors.

(3) The balance is due upon receipt of invoice.

(4) Offsetting of the invoice payment against contested and not legally recognised counter claims is excluded.

Section 9 Leave of absence

During inpatient hospitalisation, patients will only be granted a leave of absence for compelling reasons and only with the consent of the attending physician. A leave of absence does not permit the reduction of the contractually agreed daily rate.

Section 10 Therapeutic treatments

Patient treatments are only done after informing him/her of the significance and scope of the treatment and with his/her consent.

Section 11 Termination

- (1) The patient may terminate the contract with METTNAU without giving reasons with future effect. The termination must be declared in writing for documentation purposes and to avoid misunderstanding. We recommend that travel cancellation insurance is purchased.
- (2) If METTNAU receives the termination at least 12 weeks before the day of arrival, the patient owes no fee.
- (3) If METTNAU receives the termination later than 12 weeks prior to the day of arrival, the patient owes METTNAU the full agreed price for full board minus the expenditures saved by the termination which is calculated at 40% of the agreed package for seven days. The patient shall reserve the right to prove higher saved expenditures. METTNAU will seek to rent the room to somebody else. For the period of reassignment, the claim against the patient by METTNAU is void pursuant to Sentence 1. The remuneration obligation is also eliminated pursuant to Sentence 1 if the patient is unable to attend the booked stay for medical reasons in accordance with a written medical certificate.
- (4) Possible non-attendance of a fixed appointment for medically prescribed services and offers (group and individual therapies) is to be reported no later than 24 hours in advance of the appointment at the METTNAU therapy scheduling office. Otherwise the services will be billed taking into account any expenses saved or otherwise obtained compensation from direct payers, unless the patient is prevented from attending the services at the appointed time for medical reasons according to a written medical certificate.
- (5) No replacement is granted for unused meals.

Section 12 Spa physician's certificate (outpatient benefits)

A change of the settlement to spa physician's certificate (outpatient benefits) is not possible after commencement of the stay.

Section 13 Package health programmes

- (1) METTNAU offers package health programmes at certain times. For organisational reasons, a change of stay to a package health programme is no longer possible after arrival. Predetermined benefit content of package health programmes cannot be exchanged. In addition, any services above and beyond the package health programme - also when prescribed by a physician - are billed separately in accordance with these terms and conditions in the agreements. More information can be found in the current METTNAU brochure or on the homepage (www.mett nau.com).
- (2) For health programme packages, termination provisions (see Section 11 of these GTC's) shall apply, but with the proviso that in case of cancellation after arrival, the full agreed total price of the health programme is to be paid and that in the event of a termination that is later than 12 weeks prior to the day of arrival, the patient has to pay the full agreed total price for this health programme less the expenses saved by the termination, which are generally estimated at 40% of the agreed total price of the health programme for seven days.
- (3) For package health programmes, **no detailed invoices** can be prepared for submission to an eventual state aid provider or a private health insurance without exception. It is recommended that patients who want a detailed invoice make an individual booking as a direct payers instead of booking a package health programme.
- (4) For accommodation in category I, an additional fee will be charged.

Section 14 Records, data, data protection

- (1) Records of case histories, especially medical records, examination results, x-rays and other records are the property of METTNAU.
- (2) Patients have no right to demand the surrender of the original documents. Any deviating mandatory regulations shall remain unaffected as will the right of the patient or one of his representatives to inspect or possibly transfer copies of the records at his own expense and the attending physician's obligation to provide information.
- (3) Data processing, including its transmission, is carried out in accordance with the statutory provisions, in particular, the provisions on data protection, medical confidentiality and social secrecy.
- (4) METTNAU will not disclose the names of the patients to visitors or callers. This is only possible at the request of the patient or with his/her express written consent. The consent is to be set up at the METTNAU reception.

Section 15 House rules

The current house rules/information is valid for your stay in METTNAU.

Section 16 Items brought from home

(1) Patients and accompanying persons are requested to only bring the necessary items of clothing and personal effects to the METTNAU premises.

(2) Any items left behind by patients or accompanying persons after their departure which are not be picked up within a period of 12 weeks after receipt of a written request and after it was expressly stated in the claim to waive the right of surrender, shall become the property of METTNAU after the deadline. Sentence 1 shall not apply to items money and valuables left by those departed which are kept safe by METTNAU. These items will be stored, given out and used by METTNAU in accordance with the statutory provisions.

Section 17 Limitation of liability

(1) METTNAU is liable, for whatever legal reason, in the case of intent or gross negligence in accordance with the statutory provisions. unless otherwise specified below.

(2) In other cases, METTNAU is liable unless governed by the provisions in the following paragraphs 3 to 5, only for breach of a contractual obligation, the fulfilment of which allows for the proper rendering of the contract and compliance with which the patient regularly can rely on (so-called cardinal obligation), is namely limited to compensation of foreseeable and typical damage. In all other cases, the liability of METTNAU is excluded unless governed by the provisions of the following paragraphs 3 to 5.

(3) The liability of METTNAU from the injury of life, body or health according to the product liability law and guarantees remains unaffected.

(4) For any items brought from home that remain in the care of the patient or an accompanying person and for vehicles of the patient or of accompanying persons which are parked on the METTNAU premises or in a parking area provided by METTNAU, METTNAU shall only be liable, notwithstanding Section 17 Para. 2 of these GTCs, in the case of intent and gross negligence.

(5) Liability claims against loss or damage of money or valuables which were kept safe by the METTNAU administration o and which were in the possession of the METTNAU administration must be lodged in writing within three months of becoming aware of the loss or damage. The period begins with the discharge of the patient.

Section 18 Applicable law and jurisdiction

(1) These GTC's and the contracts concluded with patients in accordance with these GTC's as well as all resulting claims are governed by German law.

(2) The exclusive place of jurisdiction for all possible disputes arising from and in connection with the GTCs and the contracts concluded in accordance with the GTCs is Radolfzell if the patient has no general place of jurisdiction in Germany. METTNAU is entitled to take legal action in other relevant courts under the statutory provisions.

Section 19 Entry into force

**These GTCs shall enter into force on the 01 November 2013
Revised on 14 January 2016**