
AKFA MEDLINE LLC GENERAL TERMS AND CONDITIONS 2019

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1. Definitions

“**Medical Centre**” means “Akfa Medline” LLC with registered office at 5A, Kichik Khalka Yuli st., Almazar District, Tashkent.

“**Contract**” means any legal relationship with the Client in which Medical Centre acts as the supplier of Services.

“**Client**” means an individual or legal entity to whom the Services are provided.

“**Services**” all medical and/or non-medical products and/or Services provided by the Medical Centre.

“**Inpatient Services**” means paid medical Services provided in the Medical Centre that includes inpatient hospitalization and price of which covers other Services set out in the price list of the Medical Centre.

“**Outpatient Services**” means all other Services of the Medical Centre not covered by the price of Inpatient Services.

“**Specialist**” means a qualified medical practitioner employed by the Medical Centre and possessing all the necessary permits and licenses to deliver the Services.

“**RUz**” means Republic of Uzbekistan.

2. General

2.1 This General Terms and Conditions (hereinafter the - “**General Terms**”) are official offer (public offer) of “Akfa Medline” LLC (hereinafter the - “**Medical Centre**”) and contains all the essential terms of providing Services.

2.2 In accordance with paragraph 2 of Art. 369 of the Civil Code of RUz in case of accepting the conditions set forth below, a legal or physical person, thereby making an acceptance of this offer, becomes the Customer (in accordance with paragraph 4 of Art. 370 of the Civil Code of RUz).

2.3 Any transaction made by the Medical Centre and any contract resulting therefrom shall be governed only by the General Terms unless otherwise agreed in writing with the Medical Centre.

2.4 The General Terms as amended from time to time shall also apply to future transactions even if in a particular case they have not been transmitted or otherwise delivered to the Client.

Any differing or conflicting general terms of the Client shall not be applicable to any transaction with the Medical Centre and are hereby rejected.

2.5 Each party shall comply with all applicable laws.

2.6 If any provision or part-provision of this General Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this sub-clause **Ошибка! Источник ссылки не найден.** shall not affect the validity and enforceability of the rest of this General Terms.

2.7 Nothing in this General Terms shall limit or exclude the rights and liabilities of the Parties under the law of the Republic of Uzbekistan “On consumer protection” №221-I dated 26.04.1996 and other relevant legislation of RUz.

3. Specification

3.1 Services shall be supplied in accordance with these conditions and the specification set out in the General Terms and contract(if any).

3.2 This General Terms constitute the entire agreement between the parties hereto and supersedes all prior negotiations, representations (including negligent misrepresentations) or agreements related to the General Terms, whether written or oral.

Any prior representations (including negligent misrepresentations), warranties, statements and assurances which are not expressly set out in the General Terms or separate contract shall be of no effect. This sub-clause 3.2 shall not exclude the liability of either party for fraud, fraudulent misrepresentation, deceit or any resulting right to rescind the General Terms.

4. Effective Dates

4.1 The General Terms shall become effective upon acceptance of the offer by the Client through prepayment of the Services.

4.2 The General Terms are effective until complete fulfilment of the obligations hereunder, but not more than 3 (three) months from the date of acceptance.

5. Basis of Price

5.1 Prices set out in the pricelist and/or contract are estimate and are subject to further review based on actual Services rendered.

5.2 Contract price shall be modified to take into account any:

- (i) reduction or increase in the scope of Services based on individual evaluation of the medical need of the Client; and
 - (ii) costs and time needed for the performance by the Medical Centre of its contractual obligations as a consequence of changes to any existing laws, orders, regulations, decrees, standards or conventions coming into force either during the period or during performance of the General Terms.
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6. Provision of Services

6.1 Services are carried out upon prior appointment and arrangement of time of rendering Services as appropriate (through the call-centre or registry of the Medical Centre and/or any other method provided by the Medical Centre) with the account of the work schedule of the Medical Centre and its Specialists.

6.2 Time of appointment is subject to change by the Client upon prior notification at least 2 (two) days before the appointed date.

Time of appointment is subject to change by the Medical Centre without any legal consequences provided that appointment is rescheduled to another date, in case of:

- (i) unavailability of conditions to perform the Services (accident, no electricity, water supply and etc.);
- (ii) unavailability of the specialists for a valid reason and impossibility to replace him/her;
- (iii) Client's late arrival for more than 10 minutes from the appointed time.

6.3 Scope and nature of Services shall be defined on the basis of desires of the Client and preliminary consultation of the specialists. In course of treatment, the scope and nature of Services is subject to change by the specialists of the Medical Centre.

6.4 Term of Services shall be defined basing on extent of preventative, diagnostic and treatment measures with the account of work schedule of the Medical Centre.

6.5 Services shall be performed only in case of execution of informing voluntary consent of the Client or his/her authorized representatives.

6.6 Medical Centre is entitled to engage other medical organizations and/or specialists for the performance of the Services herein.

7. Warranties and Representations

7.1 Each of the Parties warrants that it has the power to enter into the contractual relations herein and has obtained any necessary approvals to do so.

7.2 The Medical Centre warrants and represents that:

- a. it has the required permits and/or licenses for carrying out the Services;
- b. Services are carried out in a competent and professional manner;
- c. Services are carried out in compliance with current legislation of RUz;
- d. experts engaged in carrying out the Services have the required professional qualifications, experience and competence;
- e. information on Services, methods of treatment and other medical information is true, accurate and actual;

7.3 The Medical Centre provides no warranty or assurance as to the end result of Services.

7.4 The Medical Centre makes no other warranties, express or implied. All other warranties, conditions and other terms implied by statute or common law (including but not limited to any implied warranties of merchantability and fitness for purpose) are, to the fullest extent permitted by law, excluded from this contract. No other information or advice provided by the Medical Centre (including its agents, sub-contractors, employees or other representatives) will create a warranty or otherwise increase the scope of any warranty provided, unless otherwise agreed in writing with the Medical Centre.

7.5 The Client warrants and represents that:

- a. any information on health condition, samples and related documents provided by him/her (or any of its agents or representatives) supplies to the Medical Centre (including its agents, sub-contractors and employees) is, true, accurate,

complete and is not misleading in any respect. The Client further acknowledges that the Medical Centre will rely on such information, samples or other related documents and materials provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;

- b. he/she is fully informed about the nature, purpose and risks of the Services;
- c. he/she grants the power and permission to make any and all health care decisions on his/her behalf and perform additional procedure which shall be deemed necessary;
- d. he/she gives all necessary consents to use photographs, videotapes or other records of diagnostic/therapeutic procedure for medical, scientific, educational purposes;
- e. he/she maintains internal regulations of the Medical Centre, social and moral standards of behaviour;
- f. he/she maintains the prescriptions and instructions of the experts;
- g. immediately inform specialists on all adverse symptoms in his/her health condition;
- h. he/she duly makes appointments and arrangements beforehand to get the Services;
- i. he/she duly makes payments for the Services in accordance with Clause 8 below;
- j. he/she is familiar, agree, fully and unconditionally accept the whole content of the General Terms and any other documentation resulting therefrom in the form in which they are presented.

7.6 The Medical Centre shall be neither in breach of this General Terms nor liable to the Client for any breach of this General Terms if and to the extent that its breach is a direct result of a failure by the Client to comply with its obligations as set out in this Clause 7. The Client also acknowledges that the impact of any failure by the Client to perform its obligations set out herein will not affect the Client's obligations under this General Terms for payment in accordance with Clause 8 below.

8. Payment

8.1 The cost of the Inpatient Services shall be paid as 100% prepayment within 5 (five) banking days upon execution of the medical services contract.

The cost of the Outpatient Services shall be paid as 100% prepayment immediately before rendering Outpatient Services.

8.2 Payment shall be made through transfer of the relevant fund to the bank account of the Medical Centre or any other method not contradicting the legislation of RUz.

9. Confidentiality

9.1 The Parties hereby acknowledge and promise not to share in writing or verbally with third parties, without the consent of the other party, the confidential information they hold about themselves indefinitely within and after effective dates set out in Clause 4.

9.2 The Medical Centre maintains, and ensures its employees/experts maintain, the confidentiality, privacy, and security of Client information to the extent required by the legislation of RUz.

10. Liability of Parties

10.1 In case of non-performance or inappropriate performance of their obligations under this General Terms, the Parties shall be liable in accordance with the legislation of the RUz.

10.2 In case of delay in payment in breach of payment terms set out in Clause 8 of the General Terms, the Client shall be liable to pay an interest at the rate of 0.01% of the amount of due payment for each following day of delay but not more than 50% of the amount of delayed payment.

10.3 Payment of interest does not exempt the Parties from fulfilment of the obligations herein.

11. Limitation of Liability

11.1 The party alleging a breach or a right to be indemnified shall take all reasonable measures to mitigate its loss if it can do so without unreasonable inconvenience or cost.

11.2 This General Terms set out the entire liability of the Medical Centre to the Client (including any liability for the acts or omissions of its employees, agents, and sub-Medical Centres) in respect of any:

11.2.1 breach of contractual obligations herein; and

11.2.2 representation, statement or tortious act or omission (including negligence in any form) arising out of this General Terms.

11.3 Under no circumstances shall the Medical Centre have any liability to the Client by way of indemnity, breach of contract or of statute, tort (including negligence in any form) or any other legal theory whatsoever and howsoever arising out of, or in connection with, the General Terms or the Client's contracts with third parties for:

(i) any loss of profit, loss of contracts, loss of revenue or anticipated revenue, loss of interest, loss of savings or anticipated savings, loss of opportunity, loss of information and/or data or the cost of capital (in each instance set out in sub-clause 11.3 (i), whether the losses are direct or indirect); or

(ii) any special, indirect or consequential loss, damage, costs or expenses not excluded by sub-clause 11.3 (i).

11.4 Under no circumstances shall the Medical Centre have any liability to the Client for failure to perform or negative result of providing Services caused by, but not limited to:

- (i) Imperfection of certain instrumental methods of diagnostics and treatment;
- (ii) Extremely atypical, rare and malignant disease and its complications;
- (iii) Exceptional individual characteristics of the organism;
- (iv) Inadequate behavior of the Client, his/her relatives or third parties (non-provision or provision of false or incomplete information, violation of internal, treatment regime, instructions of the specialist and etc.).

11.5 In no event shall the Medical Centre's liability to the Client under this contract in aggregate exceed ten million (10,000,000) sums or 30% of the contract price, whichever is the lowest.

12. Force Majeure

12.1 If performance of any obligation under the General Terms (other than an obligation of the Client to make payment) is prevented, hindered, restricted or delayed by any act of God, act or omission of government, war (declared or not), hostilities, piracy, industrial dispute (including go-slow and work to rule actions) at either party's premises or elsewhere, fire, explosion, or by any other cause (whether similar or not to any of the above events) beyond the reasonable control of the party whose performance is affected ("force majeure"), then that party shall be excused from, and shall not be liable for, failure in performance (except for payment obligations) to the extent of that prevention, hindrance, restriction or delay. The Medical Centre shall be entitled to receive cost reimbursement plus a margin of 15% as a result of a force majeure event claimed by either party. The party wishing to claim relief by reason of any of the said circumstances shall notify the other party in writing without delay on the intervention and on the cessation thereof.

13. Governing Law and Dispute Resolution

13.1 The Parties will make their best efforts to settle in an amicable way all disputes or differences that may arise out or in connection with this General Terms.

13.2 Any dispute, controversy or claim arising out of or in connection with this General Terms, or the breach, termination or invalidity thereof that cannot be settled in an amicable way, will be settled through judicial procedure in accordance with the legislation of RUz.

13.3 This General Terms shall be governed by and construed in accordance with the laws of RUz. Conflict of laws rules which would lead to the application of a different governing law shall not apply.