

GT&C - General terms and conditions

I. General Provisions

1. General

1.1. azb ag is a leading company in the greater Basel area for services in the field of occupational and traffic medicine.

1.2. These general terms and conditions ("Terms and Conditions") apply to all services offered by azb ag and are an integral part of all offers and contracts between azb ag on the one hand and the "customers" (e.g. companies, authorities, institutions and private individuals) on the other. They apply for the entire duration of the business relationship and also for future transactions and contracts of the same type.

1.3. By using the electronic and internet-based services, including websites, of azb ag, the General Terms and Conditions and the data protection declaration of azb ag ("Information sheet: Customer information on data protection") are accepted in their current version.

In the event of a discrepancy between the general provisions of these General Terms and Conditions and the specific provisions of these General Terms and Conditions, the special provisions take precedence. If you have any questions regarding the processing of personal data by azb ag, please refer to the data protection declaration.

Both the general terms and conditions and the "Information sheet: customer information on data protection" can be viewed at www.azbasel.com.

1.4. azb ag reserves the right to change these General Terms and Conditions at any time. The changes apply from publication on www.azbasel.com.

The General Terms and Conditions apply in the currently valid version. By continuing to use the services of azb ag, the customer agrees to the changes.

1.5. Deviations from these General Terms and Conditions must be in writing.

1.6. If individual provisions of this contract are invalid or unenforceable or become ineffective or unenforceable after the contract has been concluded, the validity of the rest of the contract remains unaffected. The invalid or unenforceable provision should be replaced by an effective and enforceable provision whose effects come closest to the economic objective that the contracting parties were pursuing with the ineffective or unenforceable provision. The above provisions apply accordingly in the event that the contract turns out to be incomplete.

2. Modalities of service provision

2.1. We reserve the right to make changes at any time to the type, scope of services, as well as to tariffs and prices. All prices are exclusive of any VAT.

2.2. The processing time for individual services depends on their type and scope.

3. Invoicing and payment terms

3.1. The customer is solely responsible for ensuring that all information required for proper invoicing (e.g. current billing address, order number, other reference information, etc.) is already available to azb ag at the time the order is placed.

3.2. In case that due to a failure to comply with the obligations in Section 3.1. If a subsequent change to the invoice is necessary, azb ag will charge a processing fee of CHF 50.00.

3.3. The net invoice amount (without deductions) is due for payment within 30 days of the invoice date. In the event of late payment, azb ag is entitled to demand default interest of 6% per year. Reminder fees (CHF 30.00) and collection costs are borne by the defaulting party.

4. Confidentiality

azb ag and the customer are always obliged to keep secret any information, documents and data that becomes known as part of the contractual relationship. Any conflicting written agreements between the parties, legal obligations or official and court orders remain reserved.

5. Disclaimer

Subject to mandatory legal requirements, azb ag excludes contractual and non-contractual liability for direct and indirect damages, third-party damages or consequential damages arising from the provision of services to the customer, unless the respective damage is due to gross negligence or intentional behaviour on the part of azb ag. Subject to mandatory legal provisions, azb ag's contractual and non-contractual liability for assistants is completely excluded.

6. Intellectual property rights and content rights

All content contained in the Internet services or in connection with the other services offered by azb ag (e.g. texts, information, images, graphics, design, software, etc.) is protected by copyright and trademark law and belongs exclusively to azb ag. Copyright and trademark rights of third parties are reserved. Except within the scope of the contract, customers do not acquire the right to make any further use of this content.

7. Applicable Law and Jurisdiction

7.1. These General Terms and Conditions and the contractual relationships concluded based on them, as well as the further relationships between the parties, are exclusively governed by Swiss law.

7.2. The exclusive place of jurisdiction for all disputes between the parties in connection with the concluded contractual relationships based on these General Terms and Conditions is Pratteln, Canton of Basel-Landschaft, Switzerland.

I. Special provisions for medical services

1. General

1.1. By placing the order, the customer agrees to data processing in accordance with the "Information sheet: Customer information on data protection" and Section 1.2. hereafter.

1.2. azb ag can involve third parties to provide the service if it serves the purpose of providing the service, is in the customer's interest, or is consid-

ered appropriate and sensible. Furthermore, reference is made to the information sheet: Customer information on data protection" from azb ag.

1.3. Unless otherwise agreed, invoicing will be carried out in accordance with the individual fee agreement. Where the tariffs are not expressly determined by law or administrative regulations, the calculation is based on the actual effort or a separate agreement. By placing the order, the customer agrees to direct invoicing.

1.4. Deviating from section 1.3. Preventative occupational health examinations carried out on behalf of the Swiss Accident Insurance Institute (SUVA) are billed directly to SUVA (in accordance with the "collective agreement on occupational health care").

2. Medical documentation

2.1. The medical documentation, in particular health files, physical and technical examination findings, and other records, is the property of azb ag.

2.2. The customer or a legally authorized representative of the customer is entitled to inspect the medical documentation and to receive information. There is no right to have the original documents returned.

2.3. Upon request, copies of the written documentation can be provided against reimbursement of costs.

III. Special provisions for online appointments

1. Conclusion of contract

1.1. All offers on the online appointment system simply represent a non-binding invitation to the customer to arrange a time for an examination with azb ag.

1.2. As soon as the customer makes a booking on the online appointment system, this constitutes acceptance of the booking, whereby this appointment is then binding.

1.3. According to Section 5, cancellation of the appointment is only partially possible.

2. Subject of the contract

The subject of the contract are the services specified by the customer as part of the order and mentioned in the order confirmation.

3. Acceptance of the Terms and Conditions

3.1. Acceptance of the General Terms and Conditions occurs with the final confirmation of the booking, shortly before the booking confirmation is sent. By accepting the General Terms and Conditions, the customer confirms that he is of legal age or that his parents agree to the use of the services, or that he is authorized by the company he represents to make bookings for employees.

3.2. To book an appointment, the customer must provide their full name, address, email address and telephone number. When the appointment booking is completed and confirmed, a contract is concluded between azb ag and the customer. The customer may not use pseudonyms, stage names, imaginary names or similar when booking an appointment.

3.3. The customer may not misuse the online appointment system; azb ag reserves the right to prosecute violations and to charge for the costs incurred.

3.4. The customer is aware that his appointment request is binding. According to Section 5, cancellation of the agreed appointment is only partially possible.

4. Pricing and invoicing

4.1. Participation in the online appointment system is free of charge for the customer.

4.2. Any costs incurred by azb ag due to a late cancellation must be borne by the customer.

4.3. Unless payment by invoice has been expressly agreed, the examination fees must generally be paid in cash. Alternatively, there is the option of paying by card via SumUp®.

5. Cancellation and modification of the booking by the customer

5.1. Cancellations or changes can only be made by telephone or email to info@azbasel.com during azb ag's opening hours.

5.2. This is possible free of charge up to one working day before the appointment. The opening times of azb ag published on azbasel.com are considered working days.

5.3. Cancellations or changes made less than 24 hours before the appointment can generally no longer be considered by azb ag, so the customer must be charged a cancellation fee of CHF 75.00 plus VAT per reserved and cancelled 30 minutes. The claim for damages does not apply if the customer was prevented from cancelling or attending the appointment on time through no fault of his own. The customer is also free to prove that the doctor suffered no damage or suffered less than the flat-rate damage claimed.

6. Force majeure

azb ag is released from the obligation to provide services under this contract if and to the extent that the non-fulfilment of services is due to the occurrence of force majeure circumstances after the conclusion of the contract. Circumstances of force majeure include, for example, war, strikes, unrest, expropriations, cardinal legal changes, storms, floods and other natural disasters as well as other circumstances for which azb ag is not responsible. In particular: water leaks, power outages and interruptions or destruction of data lines. Each contracting party must inform the other contracting party immediately and in writing of the occurrence of a case of force majeure.

7. Notes on data processing

azb ag collects customer data as part of the processing of appointments. In doing so, she observes the legal provisions. Without the customer's consent, azb ag will only collect, process or use the customer's inventory and usage data to the extent that this is necessary for the processing of the contractual relationship and for the use and billing of appointments.

The data always remain stored on servers in Switzerland. By accepting these General Terms and Conditions, the customer agrees that the admin-

istrative and medical data entered by him will be transmitted to azb ag via an insecure connection and that the data will be stored unencrypted in the online booking system.

IV. Special provisions for first aid courses etc.

1. Organizational matters

The course programs and the services included in the price can be seen in the advertisements. Minor deviations from the program are possible. Courses will only be held if a set minimum number of participants is reached.

We expressly reserve the right to cancel, combine or run courses multiple times. A written registration confirmation will be sent within a few days of registration.

Course places are allocated in the order in which registrations are received. Upon registration and confirmation of registration, a contract exists between the customer and azb ag. The maximum number of participants is mentioned in the announcement. If possible, azb ag will carry out all advertised courses, but reserves the right to cancel a course if the number of participants is too small. In this case, there are no liability claims against azb ag. The decision not to hold a course will be announced early, approximately one month before the planned course date.

2. Insurance

Any liability for damages incurred is excluded for all courses and events organized by azb ag. Adequate insurance coverage is the responsibility of the participants. azb ag cannot be held liable for theft or loss of items.

3. Course confirmation

Course confirmations, ID cards or certificates will be issued in accordance with the course description if at least 90% of the lessons have been attended. Legal and/ or regulatory provisions remain reserved.

4. Cancellations, no-shows

Cancellation up to 30 days before the start of the course (by telephone or email to info@azbasel.com) does not result in any costs. If you cancel within 30 days or do not show up, the full course fees are due. In any case, if you are unable to attend, it is possible to have a replacement participant who meets the course requirements attend the course at no additional cost.

5. Missed lessons

Catching up on missed lessons is only possible in exceptional cases and is subject to a fee. The course fee cannot be refunded due to missed lessons.

6. Copyright

Reproduction of the course materials for your own purposes or for third parties is not permitted.

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