

Private enterprise "O'Dent", hereinafter referred to as «Contractor», represented by Director _____, acting on the basis of the Statute on the one part, and citizen

_____ hereinafter referred to as «Patient», on the other part, concluded the present agreement as follows:

1. SUBJECT OF THE AGREEMENT

1.1. The Contractor is obliged to provide to the Patient paid dental service in accordance with License № _____, issued _____, in agreed scope and cost (hereinafter referred to as Informed consent of the Patient) and the Patient is obliged to pay for service provided on the terms of the present agreement.

1.2. Principal attending doctor

is _____.

2. OBLIGATIONS OF THE PARTIES

2.1. The Contractor is obliged:

2.1.1. To carry out proper examination of patient's mouth cavity and, if it is necessary, to suggest him further consulting and examining by specialists of other medical profile in order to clarify the diagnosis, correct choice of materials and methods of treatment and prosthetics.

2.1.2. To provide to the Patient according to the results of the examination the complete and accurate information about the state of his mouth cavity, essence of treatments and prosthetics methods applied in his case, medicines and materials and to make a recommended plan of the treatment for the Patient, coordinating with the Patient a list of concrete medical interventions and preventive measures and determining the order and time of their execution.

2.1.3. To inform the Patient about contraindications, possible complications and temporary discomfort that may arise during the process of treatment and prosthetics due to anatomical and physiological features of patient's maxillofacial area.

2.1.4. The Contractor assigns the warranty period for separate services of the duration in accordance with addition to the Order of Ministry of Health of Ukraine as of 22.11.2000 No.305:

Implants (metal structure itself, not implant survival): 5 years

Metal-ceramic crown, metal-ceramic bridge: 2 years

Crown from Zirconium oxide: 2 years

Veneer porcelain, inlay: 1 year

Fillings: 1 year

Note:

1) Service life period of filling is reduced to 30% because of violation of rules of personal hygiene of mouth cavity.

2) Warranty period is reduced to 50% when hygienic index is more than 2.

3) Warranty period is reduced to 50% when CFE is from 6 to 12.

4) Warranty period is reduced to 60% if there are at least three negative conditions which influence service life period of filling.

5) Warranty period is set upon the date of the end of the treatment and filling installation or dental prostheses.

2.1.5. To inform the Patient about cost of services taking into account the conducted examination in accordance with the agreed plan of treatment and prevention.

2.1.6. To provide quality execution of dental services under the agreed plan according to medical indications using high quality materials and tools and applying modern technologies of treatment and high-level service.

2.1.7. To provide services in time agreed with the patient, subject to patient's observance of appointments.

2.1.8. To inform the Patient about prescriptions and recommendations, necessary to observe in order to preserve the treatment outcome.

2.1.9. Another attending doctor of the clinic should execute the duties of the attending doctor concerning patient's treatment in case of unforeseen absence at the day of appointment.

2.1.10. In case of non-survival of dental implant the Contractor is responsible to reinstall implant for his own account.

2.1.11. In the case of patient's refusal to observe p. 2.1.10, the Contractor returns to the Patient 25% from the cost of provided service or suggests him treatment by other means for the specified amount.

2.2 The Patient is obliged:

2.2.1. To provide to the Contractor necessary and truthful information about state of health, past and existing diseases, operations, injuries, previously conducted examination and treatment, existing allergic reactions and contraindications and all other information that could influence quality of services provided by the Contractor.

2.2.2. To observe strictly all prescriptions and recommendations of the Contractor in order to achieve and preserve the treatment outcomes.

2.2.3. To come in time to medical appointments and further preventive ones, when it is impossible to be present because of good reason the Patient is to give notice of it to the Contractor prior 6 hours before appointment.

2.2.4. To get to know about the warranty period assigned for services provided to the Patient, service life period and conditions under which guarantee commitments of the Contractor are preserved. Signing of the present agreement by the Patient is the confirmation of patient's familiarization and consent to the warranty period assigned for provided services, service life period and conditions under which guarantee commitments of the Contractor are preserved.

2.2.5. To certify with the own signature in the documentation of the Contractor:

- provided information about his health;
- fact of voluntary informed consent to all manipulations;

2.2.6. To pay conductor's services subject to conditions of the present agreement.

2.2.7. In the case of necessity the Patient is to buy for his own account medical consumables for carrying out of special kinds of treatment.

3. COST OF SERVICES AND PROCEDURE OF SETTLEMENTS

3.1. The cost of works (services) provided according to this agreement is determined in accordance with the scope of works and price list for dental services valid at the Contractor's clinic at the date of providing of services.

3.2. On treatment, removal, surgical operations and at hygiene room payment is carried out at the end of each appointment. The Patient pays to the Contractor the sum equal to conducted manipulations during this appointment.

3.3. When planning orthopedic treatment and (or) implantation general sum is calculated initially. To start orthopedic treatment and (or) implantation the Patient is to pay in advance 50% from total sum of works. The Patient pays the rest 50% on day of completion of orthopedic treatment and (or) implantation.

3.4. During the process of treatment the necessity in its correction (change) can arise, which is connected with the occurrence of unforeseen situations (general and local reactions of organism to

insertion of dental materials, new circumstances revealed in the process of radiography etc.) These corrections could undoubtedly influence the general cost. The Contractor is to give notice immediately to the Patient about these changes, the Patient is entitled to refuse from further treatment and break off the agreement with compensation of expenses incurred. If the Patient does not object in written form, then the treatment goes on under new conditions.

3.5. The Patient is entitled to make payment for provided services in cash.

3.6. Cost of dental services makes:

4. GUARANTEE COMMITMENTS

4.1. The Contractor carries out guarantee commitments subject to observance by the Patient of the following requirements:

- to follow the agreed plan of treatment in full;
- no smoker;
- not to conduct the correction of work made by the Contractor in other establishments with the exception of situations connected with emergency dental action.
- in case of address for emergency dental action in other medical establishments, to provide documents confirming necessity of interference (extract from medical record, shadowgraphs, results of examination and treatment on other carriers).

4.2. Guarantee commitments are not preserved on occurrence of the following circumstances during the period of guarantee:

- pregnancy
- occurrence of new diseases or harmful external actions, which lead directly to changes in teeth or enveloping layers, in particular long medication intake when treating other diseases,
- skipping of compulsory prophylactic examination, held one time in 6-12 months and (or) recommendations of the attending doctor,
- when natural slump of bone tissue and gum tissues take place
- in case of quick weight loss or gain of weight during the period of guarantee
- in case of problems, caused by improper feeding or presence of bad habits
- in case of casual handling, for example in the result of fall, coming to blows, accident or in case of drugs, alcohol, psychotropic substances.
- in the result of occurrence of general disease, which has negative influence on the state of mouth cavity, for example, diabetes, epilepsy, osteoporosis, consequences of chemotherapy and other diseases
- in case of mouth cavity diseases, caused by general or infectious diseases, tumors, poisonings or in result of treatment of these diseases.
- in case of improper usage of prosthesis
- in case of prosthesis were not cleaned by special cleaning fluids and tools
- in case of big delay of notification about the problem with prosthesis (please give immediate notice about the occurrence of such problem!)
- if the patient does not send a word to the clinic about the occurrence of guarantee event
- if the patient did not pay the whole sum for treatment or paid only the part of it.

4.3. The Contractor does not carry out guarantee commitments before the Patient in the next cases:

- hygienic index is more than 2
- patient works at hazardous employment
- pH of saliva is less than 6,8
- treatment of teeth previously exposed to endodontic treatment;

- impossibility of conducting or patient's refusal from making of diagnostic, measuring and control pictures;
 - patient's refusal or his disagreement with the plan of medical and preventive measures, proposed by the doctors of the clinic;
 - patient's disagreement with the reasonable plan of prosthetics, proposed by the orthopedist in accordance with the calculation of endurance of paradontium of abutment teeth, taking into account examination data;
 - patient's request of treatment and prosthetics of teeth with complicated periodontal prediction (destructive forms of periodontitis, impossibility of retreatment of root canals of tooth etc.)
 - occurrence of allergy or intolerance to medication and dental materials, allowed to application on the territory of Ukraine.
 - installation of prosthesis, made by the specialists of other medical establishments;
 - repairing of denture, made in other medical establishment or with expired period of guarantee;
 - termination of treatment initiated by the Patient;
 - occurrence of complications because of the Patient's failure: mouth cavity hygiene breaches, non- fulfillment of the prescribed treatment, late announcement about occurred complications etc.
- 4.4. Guarantees do not spread to:

- fixation of decorative teeth embellishments;
- surgical service;
- periodontal treatment and professional hygiene of mouth cavity;
- teeth whitening;
- other services, which are not referred to therapeutic treatment and (or) prosthetics.

5. LIABILITY OF THE PARTIES

5.1. Liability of the parties for non-fulfillment or improper fulfillment of obligations under this agreement is determined in accordance with existing legislation.

6. SUPPLEMENTARY CONDITIONS

6.1. The present agreement comes into force upon its signing by the parties and is valid termless, until one of the parties expresses its wish to terminate it in writing.

6.2. Integral parts of this agreement are: "Medical card of dental patient"; Protocols of voluntary informed consent of the Patient for the diagnosis conduction and treatment.

6.3. Patient's medical records are kept at the Contractor. Upon written request of the Patient the Contractor prepares an extract (copy) of medical records.

6.4. Diagnostic radiological pictures are the document property of the Contractor and are not handed. If necessary, the patient is given a duplicate of radiological picture.

6.5. The parties accept facsimile reproduction of signatures (facsimile) of the persons authorized to enter into transactions with the help of mechanical or other copying and also usage of facsimile on other necessary documents that are compulsory and necessary for transactions conduction. Facsimile signature will have the same force as the original signature of the authorized person.

6.6. In case of disagreements the parties will tend to resolve all issues through negotiations, if no agreement is obtained then such issues will be resolved juridically.

6.7. In all other cases that are not provided by the present agreement, the parties shall be governed by the existing legislation.

6.8. The parties voluntarily and consciously entered into this agreement. The agreement is made in two specimens of equal legal force, one for each of the parties.

Contractor

Private enterprise «O'Dent»

_____ /

Patient

Address: _____
Telephone: _____
Fax: _____
Passport: _____
_____ /