APPROVED by Order No. 52 of October 17, 2013 and Order No. 7 of February 9, 2016 of the Chief Physician of the Public Institution Šiauliai Central Multi-Specialty Clinic

# AGREEMENT FOR DENTAL PROSTHETICS SERVICES NO.

Made in Šiauliai on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_

This Agreement for Dental Prosthetics Services, which includes such services as dental appointments, diagnostics, tests, prosthetic planning, production and modifications of dental prosthesis (hereinafter referred to as Agreement) hereby entered the is into bv and between , Dentist of the Dental Center of the Public Institution Šiauliai Central Multi-Specialty Clinic, hereinafter referred to as the Service Provider, and , hereinafter referred to as the **Patient**.

## **1.** Obligations of the Service Provider

The Service Provider shall:

1.1. Inform the Patient about the professional qualification of the specialist rendering the dental services to the Patient.

1.2. Inform the Patient about his/her health condition, required tests, interventions, diagnostic methods, possible treatment methods, course of the prosthetic treatment, possible outcomes and possible alternative options (if any).

1.3. Provide the Patient with the effective price list and inform about possible payment terms and conditions as well as alternative options, if any.

1.4. Adhere to all applicable confidentiality requirements when collecting, handling and storing the Patient's medical data.

1.5. Provide dental prosthetics services to the Patient in accordance with the laws of the Republic of Lithuania.

1.6. Generate and issue medical certificates and/or transcripts from the Patient's medical history upon the Patient's request and at the Patient's expense.

#### 2. Obligations of the Patient

The Patient shall:

2.1. Supply the Service Provider with all and any accurate and correct information about his/her health condition and any taken medications, especially the anticoagulants (anti-clotting) medications.

2.2. Inform the Service Provider about any infectious diseases (hepatitis, tuberculosis, HIV), STDs, also any such diseases as sugar diabetes, epilepsy, also if underwent chemotherapy, had radiation treatment or myocardial infarction had by the Patient.

2.3. Inform the Service Provider about any allergies to local anesthetics or other medications, plastic or metals (please name).

2.4. Follow all the instructions given by the dentist and oral hygienist.

2.5. Inform the dentist about any changes to his/her health condition.

2.6. Follow personal oral hygiene requirements.

2.7. Make an advance payment of no less than 50% of the estimated total amount of the treatment price before the beginning of the treatment (in cases when the Patient is not entitled to any compensations according to the governing law).

2.8. Pay for the provided dental prosthetics services on time, in accordance with the effective price list and the agreed payment terms and conditions.

2.9. Adhere to the Internal Rules and Regulations of the Clinic at all times.

# 3. Representations and Warranties of the Patient

The Patient hereby represents and warrants the following:

3.1. To have provided correct and accurate information about his/her health conditions to the best of his/her knowledge.

3.2. To consent to the offered service plan, assigned treatment and testing methods, and the scope and procedure of the treatment.

3.3. To have no objections to additional diagnostic tests, if that becomes necessary.

3.4. To have no objections to making changes to the treatment plan for the purpose of better treatment outcomes.

3.5. To clearly understand that the treatment procedures and/or used medications and materials may cause unforeseen side effects. The Patient hereby confirms to have no claims in this regard either now or in the future.

## 4. Agreement Term

4.1. The Agreement comes into force as of its signing by both Parties and shall be legally binding until the dental prosthetics is fully completed according to the agreed plan (including any changes to it).

#### **5.** Agreement Termination

The Agreement may be terminated under the following circumstances:

5.1. If the Patient fails to show up at an agreed dental appointment without a justifiable reason.

5.2. If it is impossible to perform the contractual obligations due to the health condition of the Patient.

5.3. In case of force majeure events lasting for more than one month.

5.4. In any other cases defined by the laws.

# 6. Unilateral Termination of the Agreement by the Service Provider

The Agreement may be terminated by the Service Provider unilaterally under the following circumstances:

6.1. If the Patient fails to pay for the dental services on time, in accordance with the agreed prices and payment terms.

6.2. If the Patient refuses to modify the treatment plan for the sake of better outcome or consistently fails to follow instructions.

6.3. If the dental prosthetics laboratory fails to fulfill its obligations.

6.4. In any other cases defined by the laws.

# 7. Unilateral Termination of the Agreement by the Patient

The Agreement may be terminated by the Patient unilaterally under the following circumstances:

7.1. Before the start of the dental treatment procedure, having notified the Service Provider in writing. 7.2. In case of unilateral Agreement termination, the Patient shall pay any remaining amount for the received dental services, provided that the accrued amount exceeds the advance payment made by the Patient.

7.3. The Service Provider shall not be liable for the results of the dental prosthetics treatment or any other consequences to the Patient's health condition after the termination or expiration of the Agreement.

# 8. Dispute Resolution

8.1. The Parties shall attempt to amicably resolve all disputes arising from or in relation with this Agreement.

8.2. In the event of failure to reach a consensus, all unresolved disputes shall be handled at a court of competent jurisdiction of the Republic of Lithuania in accordance with the laws of the Republic of Lithuania.

## 9. Final Provisions

9.1. The Agreement comes into force as of its signing by both Parties and shall be legally binding until the dental prosthetics services are fully provided to the Patient.

9.2. The Service Provider shall not be liable for the results of the dental prosthetics treatment or any other consequences to the Patient's health condition in case of premature termination or expiration of the Agreement.

9.3. The dental services in question will not be provided if the Patient fails to make an advance payment of no less than 50% of the estimated total amount for the treatment price before the beginning of the treatment (in cases when the Patient is not entitled to any compensations according to the governing law).

9.4. The Service Provider shall refund the Patient for the overpaid amount in case the total treatment price comes out to be less than paid by the Patient in advance (in case any modifications are made to the treatment plan).

9.5. The Service Provider shall refund the Patient for the paid amount in case the treatment is not yet started and the Parties decide to terminate the Agreement either unilaterally or by mutual consent.

## **10. Contact Details and Signature of the Parties**

Client/Patient:

Service Provider: Dentist of the Dental Center Public Institution Šiauliai Central Multi-Specialty Clinic