



Tel.: +49 (0) 8122 55 3 77 20
Mail: info@newmedical.eu
www.cosmetic-op.de

General Terms and Conditions new medical GmbH & Co. KG

These Terms and Conditions govern the contractual relationship between new medical GmbH & Co. KG (new medical) for the aesthetic-op portal and the person (=Customer) who wishes to have a medical service provided by a third party via the online portal.

1. new medical is exclusively the mediator of a contractual relationship for a medical service of a third party (doctor, physicians or clinic = medical service provider) and is not entitled to represent the latter in legal transactions. new medical shall act exclusively on behalf of this medical service provider. In particular, no agency agreement shall be concluded between new medical and the Client. The performance of new medical is therefore not subject to remuneration for the Client. The Client shall only be obliged to reimburse new medical in the event of cancellation or non-attendance of a confirmed appointment for a treatment consultation with any follow-up operation in accordance with these Terms and Conditions.

2. new medical does not represent the medical service provider in legal transactions vis-à-vis the Client. The contract for the medical service shall be concluded directly and exclusively on the basis of a separate written treatment contract between the Client and the medical service provider at the place of treatment. The medical service provider is solely responsible for the provision of his medical services and is therefore also solely liable for these services. 3.

3. new medical shall organise the appointments for the medical treatment consultation with the medical service provider and the desired operation by the medical service provider as well as the accommodation of the Client at the place of treatment. new medical shall become active when the Client sends the online order. new medical shall notify the Client in writing (by e-mail or by post) of the appointments for the consultation and the desired operation, the travel information and the reservation for hotel or guesthouse. Furthermore, the surgery deposit will be settled in this notification on behalf of the medical service provider (20% of the expected surgery costs), which must be paid to new medical within 7 days of receipt of the notification.

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Berghamer Strasse 10
85435 Erding
Registergericht: Amtsgericht München
HRA 102703
USt-IdNr.: DE815580689

Persönlich haftend:
new medical Verwaltungs GmbH
Berghamer Strasse 10
85435 Erding
Registergericht: Amtsgericht München
HRB 213872
Geschäftsführung: Florian Schwaiger

Bankverbindung:
Sparkasse Erding - Dorfen
IBAN DE89 7005 1995 00 1009 6915
BIC Code BYLADEM1ERD



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4. If the client is concerned that an operation may be refused by the medical provider for health reasons, the client is advised to have a fitness for surgery examination carried out independently before arrival. The examination should not take place more than two weeks before the desired surgery date. However, the medical provider decides on his/her own responsibility, independently and freely, whether to conclude a treatment contract and perform the desired surgery. Should the patient be rejected by the medical provider on site due to high blood pressure, the deposit paid beforehand will not be refunded on the basis of the contraindication, but only a credit note will be issued until the high blood pressure has improved again. If the hypertension does not improve within one year, a refund of the deposit can be arranged if the patient can provide a certificate of unfitness for surgery after 365 days.

5. a claim to treatment does not exist prior to the conclusion of the written treatment contract. Furthermore, the Client shall also have no claim against the medical service provider or new medical if the medical service provider, for whatever reason, refuses to conclude a treatment contract. An exception to this is any reimbursement of the advance payment made for the operation in accordance with the cancellation provisions of these Terms and Conditions. 6.

6. the further OP costs (80%), possible costs for hospitalisation, other additional medical services and surcharges for medical materials decided during the medical treatment consultation, compression clothing, support bra or laboratory examination (blood count, ECG, etc.), shall be paid by the client to the medical service provider on site after conclusion of the treatment contract. Likewise, the costs of accommodation are to be paid directly to the accommodation provider.

The Client has the right to cancel a confirmed appointment at any time in writing or by e-mail. Subject to the following special provisions, in the event of a cancellation, a cancellation fee in the amount of the advance payment made for the surgery shall be incurred, insofar as new medical or the medical service provider are not responsible for the cancellation. The cancellation fee shall be paid by the Client to new medical. Payment shall be made by offsetting the advance payment made or not yet made for the operation against the cancellation fee incurred.

If the Client decides against the desired medical service after medical consultation with the medical service provider, the cancellation fee shall be reduced to a reduced partial administration fee of € 75.00 payable to new medical, which shall be offset against the surgery deposit. Any remaining credit balance, less any examination costs (unless paid by the customer directly on site), will be refunded to the customer without delay.

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If the requested medical treatment is refused by the medical service provider for reasons beyond the client's control, no cancellation costs shall be incurred. The deposit paid, less any examination costs (unless paid by the client directly on site), will be refunded to the client without delay. If a surgery appointment does not take place without having been cancelled in advance, the Client shall also owe new medical a cancellation fee in the amount of the surgery deposit, unless new medical or the medical service provider are responsible for the non-appearance. In the latter case, the Customer shall not incur any cancellation costs. In any case, the Client shall be at liberty to prove that no damage or expense has been incurred by new medical or that such damage or expense is less than the compensation lump sum provided for in each case. In this case, the Customer's payment obligation shall be limited to the actual damage or expense. 8.

8. after payment of the surgery deposit, the Client has the right to request a postponement of the treatment date once up to seven days before the confirmed treatment date in writing or by e-mail. The postponement fee for a postponement request up to 21 days before the original surgery date is € 75.00, thereafter € 150.00. In addition, the client must arrange a replacement date within three months of the postponement request, which must be within a period of six months after the cancellation request. Otherwise, the postponement shall be deemed a cancellation. If no alternative date is agreed within three months of the postponement request, new medical shall determine a binding alternative date at least eight (8) weeks in advance. This appointment can no longer be rescheduled by the Client, but only cancelled. 9.

Cancellation of reserved hotel or pension accommodation is possible free of charge up to three days before arrival. In the event of a later cancellation or no-show, the Client shall pay the full room rate to new medical. The Customer shall be at liberty to prove that new medical has incurred no expense or only a lower expense.

10 All information provided by new medical is based on new medical's previous experience with the cooperating medical service providers. It is merely general information which is no substitute for an individual consultation and explanatory discussion between the Customer and the doctor. new medical is only liable for the advertising presentation in Germany in accordance with § 13 Heilmittelwerbeengesetz (German Drug Advertising Act).

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11. new medical shall not be liable for medical services, travel and accommodation in clinics, hotels or guesthouses, as these contracts are concluded exclusively between the Client and the intermediary organisers, the clients of new medical.

12. cancellation policy for consumers

Consumers have a right of revocation for this contractual relationship, about which they will be instructed by separate declaration. This right of cancellation does not cover a subsequent medical treatment contract concluded with the medical service provider. A revocation of this contract shall also not affect any treatment contract already concluded. 13.

The contractual relationship between new medical and the Client shall be governed by the law of the Federal Republic of Germany.

Should any provision of these Terms and Conditions be void or ineffective, the remainder of the contract shall remain unaffected. The statutory provision shall apply in place of the invalid provision.

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Berghamer Str. 10

D – 85435 Erding

Reg. number in the commercial register: Munich Local Court HRA 102703

Sales tax identification number: DE815520689

Personally liable partner:

new medical Verwaltungs GmbH

Berghamer Str. 10

D – 85435 Erding

Reg. number in the Commercial Register; Munich Local Court HRB 213872

Managing directors: Florian Schwaiger

new medical GmbH & Co. KG

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