

# COMPLAINTS PROCEDURE FOR SELF-PAY TESTS AND OTHER SERVICES

## I. INTRODUCTORY PROVISIONS

1. Medirex and Medicyt (hereinafter jointly referred to as “**Providers**” or individually as “**Provider**” ), as members of **MEDIREX GROUP** based on valid permits and in accordance with the relevant legislation, are authorized to provide health care (to perform laboratory tests) in the relevant medical fields according to a valid permit issued by the Ministry of Health of the Slovak Republic.
2. In order to regulate in more detail the mutual rights and obligations related to the provision of self-pay tests and other services performed by the Provider for the clients on the basis of a contract and/or a duly completed request form and a delivered sample of biological material, as well as for the purpose of mutual support of the Provider on the one hand and the client on the other hand, in accordance with the latest knowledge in the field of medicine and in adherence to the Code of Conduct, the Providers have issued the following documents under § 273 par. 513/1991 Coll., Commercial Code (hereinafter referred to as “**Commercial Code**”) for clients who have purchased self-pay test, the General Terms and Conditions for Self-Pay Tests (hereinafter referred to as “**GTC Self-Payers**”) and also this Complaints Procedure for Self-Pay Tests and Other Services (hereinafter referred to as “**Complaints Procedure**”).
3. The provision of self-pay tests and other services by the Providers is carried out in accordance with the Commercial Code and Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts, as amended, as well as in accordance with the Commercial Code.

## II. COMPLAINTS PROCEDURE- FOR SELF-PAY TESTS – NOTIFICATION OF A DEFECT

1. The Provider is responsible that any self-pay tests and other services that are related to the provision of self-pay tests, including gift certificates and vouchers ( “**Services**”) provided meet the quality requirements of the provided Service in accordance with the nature of the Service e.
2. The client is entitled to notify a defect concerning:
  - a) the quality of the provided Service,
  - b) the correctness of the price charged for the Service should he/she have reasonable doubt that the price has not been determined in accordance with the with the Provider's price list published in electronic form on the Provider's website and/or placed in the Provider's individual premises in printed form.
3. The quality of the provided Service is primarily understood as the actual performance of the Self-Payer test and due and correct delivery of its result.
4. The client may not notify a defect where the Service was not provided for reasons independent of the Provider’s will, in particular (i) where circumstances have arisen that exclude liability of the Provider, (ii) where there are reasons for not performing the Service on the part of the client, (iii) where the client fails to follow the instructions of the Provider in relation to the performance of the

self-pay test and the Provider is able to prove this violation (iv) where the Provider was not able to perform the Service from objective reasons as a result of *vis maior*.

5. The client must notify the defect with the Provider without unnecessary delay after discovering the defect of the provided Service, or an incorrect billed amount for the Service, however, not later than within 2 (two) months after detecting the defect otherwise the right to notify the defect ceases to exist.
6. Defect notification may be submitted:
  - a) in writing at the Provider's correspondence address,
  - b) by email at [info@medirex.sk](mailto:info@medirex.sk),
  - c) by phone, with the Provider's client center,
  - d) in person at the reception desk of the Laboratory or the Provider's healthcare facility.
7. After the client submits defect notification on, the Provider issues a confirmation of receipt of the notification.
8. The Provider shall investigate into the submitted notification of the defect without undue delay after was lodged and will decide on the manner in which it shall be dealt with. The Provider will then inform the client of the procedure and of the acceptance of the notification in accordance with the preceding sentence by e-mail. Once the method of handling the defect notification has been determined, the notification of the defect is going to be handled within the time limit specified by the Provider, in particular regarding the reason and severity of the notified defect. The handling of a complaint should not take more than 30 (thirty) days from the date of its submission.
9. Methods of dealing with a notification of a defect:
  - a) if a defect arises in a Service provided that can be eliminated, the client shall have the right to a free-of-charge, timely and proper removal;
  - b) if a defect arises in a Service provided which cannot be eliminated, i.e. in particular in the case of failure to perform a self-pay test for reasons on the Provider's part (in particular a loss, compromise of the sample or incorrect performance of the self-pay testing with incorrect or non-indicative result), the client shall be entitled to:
    - i. A free repeat of the identical self-pay test; or
    - ii. a full refund of the amount already paid for the Service;
  - c) if the Service cannot be performed due to any reason on the part of the client or due to *vis maior*, the client shall not be entitled to a remedy.
10. In case of justified notifications of defect in the Services paid for by gift voucher or payment voucher, where the defect notification is dealt with by a refund of the funds paid, the amount shall be refund by way of a new gift voucher or payment voucher in the amount of the defective Service.
11. The Provider shall inform the client by e-mail of the handling of the notified defect.

**In Bratislava on 10.10.2024**