

# Fimlab Laboratoriot Oy GENERAL TERMS AND CONDITIONS

## 1. CUSTOMER RELATIONSHIP

These general terms and conditions ("Terms") shall apply to the customer relationship between Fimlab Laboratoriot Oy and Fimlab's customer ("Customer"). By using Fimlab's services, the Customer agrees to follow these Terms.

## 2. SERVICES

Fimlab provides its customers with healthcare laboratory services whose scope and prices are defined on Fimlab's website. The Customer understands that the service descriptions given on the website are only indicative. The quality of service and any medical errors are ultimately determined according to the Patient Insurance Act.

The Customer provides Fimlab with the information (e.g. a doctor's referral) needed to provide the Customer with the service.

The Customer understands and agrees that the content and price of the services provided by Fimlab may change over time and that Fimlab is not obliged to inform the Customer of these changes personally.

## 3. ESTABLISHMENT OF THE CUSTOMER RELATIONSHIP

A customer relationship is established when the Customer books an appointment in Fimlab's appointment booking system or, at the latest, when the Customer comes for sample collection without appointment or delivers a sample to Fimlab.

## 4. PRICES AND TERMS OF PAYMENT

Fimlab's current price list applies to services provided by Fimlab. A separate office fee may be charged in addition to the fee for services provided by Fimlab.

Unless otherwise agreed between Fimlab and the Customer, the Customer shall pay the fee for the service provided using one of the available payment methods by the due date. If the payment is delayed, the Customer shall pay a delay penalty under the Interest Act as well as the cost of debt collection incurred by Fimlab.

Fimlab has the right to suspend the provision of a service if there are grounds for suspecting that the Customer will not pay for the service.

## 5. CANCELLATION AND DELAY

Fimlab has the right to charge the Customer for no-show appointments and unused services if the Customer has not cancelled their appointment 24 hours before the scheduled appointment at the latest. If the Customer arrives late, Fimlab shall not be obliged to



provide the agreed service if the service cannot be completed within the original appointment time.

Fimlab strives to receive the Customer at the time agreed, but this cannot be guaranteed due to the nature of the service.

#### 6. COMPENSATION FOR DAMAGE

Any treatment injuries are processed and compensated for in accordance with the Patient Insurance Act. If any other damage is caused by Fimlab's services, Fimlab's liability shall be limited to the price paid by the Customer for the service. Fimlab shall not be liable for any indirect damage.

#### 7. CONFIDENTIALITY

Fimlab processes the Customer's data confidentially and in accordance with legislation applicable at the time in question.

#### 8. FORCE MAJEURE

Fimlab shall not be liable for any delays or other violations of its obligations due to reasons beyond Fimlab's control and factors that Fimlab could not have reasonably prevented (e.g. strike, fire, power cut, or interruption in telecommunications services).

### 9. DISPUTE SETTLEMENT

Any demands and disputes concerning the service shall be settled primarily by negotiation between Fimlab and the Customer. If no solution is found, the matter shall be settled by the District Court of Pirkanmaa. Consumers may, however, take legal action and act as a defendant before the court of first instance of their place of residence. Consumers can also consult first the Consumer Advisory Services (<a href="https://www.kkv.fi/en/consumer-affairs/consumer-advisory-services/">https://www.kkv.fi/en/consumer-affairs/consumer-advisory-services/</a>) and then the Consumer Disputes Board (<a href="https://www.kuluttajariita.fi/en/index.html">https://www.kuluttajariita.fi/en/index.html</a>). In addition to the aforementioned organisations, consumers can also use the online dispute resolution service (ODR) (<a href="https://ec.europa.eu/odr">https://ec.europa.eu/odr</a>).

Any patient injury cases are processed under the Patient Insurance Act.

#### 10. VALIDITY

These Terms shall apply to the service for the duration of the customer relationship between Fimlab and the Customer.

Fimlab has a unilateral right to modify these Terms by adding the modified Terms to its website without obligation to notify the Customer personally.