Annex no. 3 dated .....
to the Agreement for storage of biological material number ..... concluded on ..... (further referred to as: Agreement) between the:
/
Aneks br. 3 datum .....
Ugovoru o skladištenju biološkog materijala broj ..... zaključenog ..... (dalje pod nazivom: Sporazum) između:

1. **FamiCord Suisse SA** a company of the FamiCord Group, which is incorporated and existing under the laws of Switzerland with its registered office at Sumpfstrasse 26, 6312 Steinhausen, Switzerland, and registration number CHE-113.983.891, represented by:

Gunther Ceusters - Member of the Management Board,

hereinafter referred to as **"FCS"**
and

1. 1. FamiCord Suisse SA, kompanija FamiCord grupe, koja je osnovana i postoji prema zakonima Švicarske sa sjedištem na adresi c/o Sumpfstrasse 26, 6312 Steinhausen, Švicarska, i registarski broj CHE-113.983.891, Koju zastupa:

Gunther Ceusters – Član Upravnog odbora,

u daljem tekstu **"FCS"**
i

PARENT – MOTHER: / RODITELJ – MAJKA:

Name / Ime _____

Surname / Prezime _____

Address of residence, street, house number, apartment number / Adresa stanovanja, ulica, kućni brojbroj stana _____

Post code / Poštanski broj _____ City / town / Grad / mesto _____

Country / Država _____

ID number / Broj lične karte _____ - _____

Mobile phone number / Broj mobitela _____

E-mail _____

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PARENT - FATHER: / RODITELJ – OTAC:

Name / Ime

Surname / Prezime

Address of residence, street, house number, apartment number / Adresa stanovanja, ulica, kućni brojbroj stana

Post code / Poštanski broj

City / town / Grad / mesto

Country / Država

ID number / Broj lične karte -

Mobile phone number / Broj mobitela

E-mail

CHILD: / DETE:

Name / Ime

Surname / Prezime

Address of residence, street, house number, apartment number / Adresa stanovanja, ulica, kućni brojbroj stana

Post code / Poštanski broj

City / town / Grad / mesto

Country / Država

ID number / Broj lične karte -

Mobile phone number / Broj mobitela

E-mail

duly represented by his/her legal representative.

propisno zastupan od strane njegovog/njenog zakonskog zastupnika.

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CORRESPONDENCE ADDRESS / ADRESA ZA KORESPONDENCIJU

Street, house number,
apartment number /
Ulica, kućni broj, broj stana

Post code, city / town, country /
Poštanski broj, grad/mesto,
država

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(Parents, Child and FCS are together hereinafter referred to as the "Parties", and each of them individually as a "Party"; the Parents and Child are together hereinafter also referred to as "Customers").

(Roditelji, dete i FCS se zajedno u daljem tekstu nazivaju "Strane", a svaka od njih pojedinačno kao "Strana"; Roditelji i dete se u daljem tekstu zajedno nazivaju i "Kupci").

The Parents have chosen Cord Tissue Validation from FCS' facultative offer under the following terms and conditions:

Roditelji su odabrali validaciju tkiva pupkovine iz fakultativne ponude FCS-a pod sljedećim odredbama i uvetima:

I. TERMS OF THE SERVICE

FCS states and the Parents agree on Cord Tissue Validation package *fee as:*

I. USLOVI KORIŠTENJA USLUGE

FCS navodi i Roditelji se slažu oko naknade paketa za validaciju pupčane vrpce kao:

Service / Usluga	Price / Cena
Cord Tissue Validation **Validacija tkiva pupčane vrpce**	490 €

The payments for Cord Tissue Validation package selected by the Customers will be invoiced and charged by FCS directly after concluding this Annex. The payment must be done within 14 (fourteen) days of the invoice date. Commencement of provision of Cord Tissue Validation service is conditioned on prior payment of the fee indicated above.

Any and all payments under the Annex are applicable if at least one sample of the Customers' Biological Material entrusted to CryoSave is confirmed to be stored by FCS.

Uplate za paket validacije pupčane vrpce koje odaberu Kupci će biti fakturisane i naplaćene od strane FCS-a direktno nakon zaključenja ovog Aneksa. Plaćanje se mora izvršiti u roku od 14 (četrnaest) dana od datuma fakture. Početak pružanja usluge validacije tkiva pupčane vrpce uslovljen je prethodnom uplatom gore navedene naknade.

Bilo koja plaćanja prema Aneksu su primenjiva ako FCS potvrdi da je barem jedan uzorak biološkog materijala kupaca povjeren CryoSaveu AG in Liquidation.

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II. CORD TISSUE VALIDATION DESCRIPTION

1. If the biological material is stored in the Laboratory and the Clients have not chosen any other service offered by FCS, the commencement of isolation of multipotential mesenchymal stem cells in an accredited laboratory in the performance of the service Cord Tissue Validation will take place within 10 months from the date of signing this Annex. Otherwise, in particular when the Clients have also chosen other services provided by FCS or when the Biological Material is stored in a different location, FCS is entitled to change the above date of commencement of the service provision, in particular to extend the time needed to perform another service chosen by the Clients or transport the Child's Biological Material to the appropriate accredited laboratory providing the service. In such a case, FCS will inform the Clients about the new deadline for the service.
2. The implementation of Cord Tissue Validation involves the defrosting of one portion of the Umbilical Cord stored by the Customers which the Customers order, acknowledge and declare being aware that the decision in this regard cannot be withdrawn or revoked. In addition, Customers acknowledge that in the event of ineffectiveness of the service, they consent to the disposal of that portion of the umbilical cord that was used to perform the service. To the extent permitted by the mandatory provisions of law, FCS shall not be liable for the loss of a portion of the Umbilical Cord due to the above-mentioned reason and the ineffectiveness of the Cord Tissue Validation service. The disposal of the umbilical cord portion does not involve any additional fees for customers. The ineffectiveness of the service is understood as the failure to isolate at least 0.5 million stem cells. As a result of the successful performance of the ordered service a specimen with isolated stem cells will be created which, provided that at least 0.5 million stem cells are isolated, is sent for storage. As confirmation of the service, FCS will send customers a certificate confirming the number of isolated live stem cells in an electronic form.
3. If the stem cells are not isolated from the umbilical cord portion in the amount indicated in paragraph 3, the certificate will not be issued. In this case, the customer will receive information about the ineffectiveness of the service to the e-mail address provided.
3.1. If the stem cells are not isolated from the umbilical cord portion in the amount indicated in paragraph 3 and when Parents are willing and where it is possible for the Child or patients being the Child's relatives (only Child's biological siblings, Child's biological parents and biological grandparents) to undergo experimental medical treatment with an advanced therapy medicinal product of mesenchymal stem cells from material from an honorary donor if such material is available, FCS guarantees to the Parents that the healthcare entity conducting the experimental medical treatment shall grant the Parents a discount due to the fact that the medicinal product of mesenchymal stem cells from the Umbilical Cord (MSC cells) was manufactured by a company from the FCS' capital group. Discount will be granted for the fees resulting from no more than five medicinal product of mesenchymal stem cells from the Umbilical Cord (MSC cells) administrations. Discounts shall be provided as an amount, depending on the type of Biological Material stored by the Parents with FSC, and the final discount shall be determined individually by the healthcare entity, depending on the updated cost of manufacturing quantity of cells necessary for the experimental treatment. Information on discounts already granted and a list of healthcare entities that provide them may be obtained from the FCS' Medical Director.
4. The condition for attempting to implement Cord Tissue Validation service is the Customer's possession of confirmation of the storage of the frozen Umbilical Cord in the Laboratory or other laboratories of the FamiCord Group and a negative result of the Parent-Mother's blood tests in terms of: HIV, HBV, HCV, Syphilis.

III. FINAL PROVISIONS

The Annex was read and accepted by Customers and concluded in electronic form.
The Customers shall be entitled to rescind from this Annex without providing any reason within 14 (fourteen) days following the execution hereof. The rescission notice shall be delivered in writing to the FCS office. The Customers hereby request to commence performance of the service before the elapse of the 14 (fourteen) days rescission period. In the case of provision of the Cord Tissue Validation service before the elapse of the 14 (fourteen) days rescission period, the Customers shall not be entitled to rescind the Annex. In the event of rescission from the Annex within 14 (fourteen) days rescission period, Customers will be obliged to pay the amount calculated in proportion to the extent of the service rendered up to the date of rescission if the payment for Cord Tissue Validation has not been made by the date of rescission, and if the payment for Cord Tissue Validation has been made before the date of rescission, FCS will reimburse Customers an amount of the paid fee less the amount calculated in proportion to the extent of the services rendered up to the date of rescission.
This Annex constitutes an integral part of the Agreement and unless otherwise defined, the terms written in capital letter herein shall have the meaning set forth in the Agreement.
Any matters not regulated herein shall be regulated by the relevant provisions of the Agreement.
Any potential disputes arising between the Parties from or in connection with the Annex will be submitted to the court of competent jurisdiction The foregoing shall not preclude the right of Customers to use out-of-court settlement of consumer disputes. The applicable law is the law of Switzerland (excluding the Vienna Convention on the Sales of Goods (CISG)). The choice of applicable law shall not deprive the consumer of their rights arising from the mandatory provisions of the law of the country of their habitual residence.

II. OPIS VALIDACIJE TKIVA PUPČANE VRPCE

1. Ukoliko je biološki materijal pohranjen u Laboratoriji, a Klijenti nisu odabrali nijednu drugu uslugu koju nudi FCS, početak izolacije multipotencijalnih mezenhimskih matičnih ćelija u akreditiranoj laboratoriji u obavljanju usluge Validacija tkiva pupčane vrpce održat će se u roku od 10 meseca od datuma potpisivanja ovog Aneksa. Inače, posebno kada su Klijenti odabrali i druge usluge koje pruža FCS ili kada je biološki materijal pohranjen na drugoj lokaciji, FCS ima pravo promijeniti gore navedeni datum početka pružanja usluge, posebno da produži vrijeme potrebno za izvršavanje druge usluge po izboru Klijenta ili transportovati detetov biološki materijal u odgovarajuću akreditovanu laboratoriju koja pruža uslugu. U tom slučaju, FCS će obavijestiti Klijente o novom roku za uslugu.
2. Implementacija Validacije tkiva pupčane vrpce uključuje odmrzavanje jednog dela pupčane vrpce koji su pohranjeni od strane kupaca, koje Kupci nalažu i izjavljuju svjesni da se odluka u vezi s tim ne može povući ili opozvati. Osim toga, Korisnici potvrđuju da u slučaju neefikasnosti usluge pristaju na odlaganje onog dela pupčane vrpce koji je korišten za obavljanje usluge. U meri u kojoj to dozvoljavaju obavezne odredbe zakona, FCS neće biti odgovoran za gubitak dela pupčane vrpce zbog gore navedenog razloga i neefikasnosti usluge validacije tkiva pupčane vrpce. Odlaganje dela pupčane vrpce ne uključuje nikakve dodatne naknade za kupce. Pod neefikasnošću usluge podrazumeva se neuspeh da se izoluje najmanje 0,5 miliona matičnih ćelija. Kao rezultat uspješnog izvršenja naručene usluge biće kreiran uzorak sa izolovanim matičnim ćelijama koji se, pod uslovom da se izoluje najmanje 0,5 miliona matičnih ćelija, šalje na čuvanje. Kao potvrdu usluge, FCS će kupcima poslati sertifikat koji potvrđuje broj izolovanih živih matičnih ćelija u elektronskom obliku.
3. Ako matične ćelije nisu izolirane iz dela pupčane vrpce u količini navedenoj u stavu 3, potvrda se neće izdati. U tom slučaju, korisnik će dobiti informaciju o neefikasnosti usluge na navedenu e-mail adresu.
3.1. Ako matične ćelije nisu izolirane iz dela pupčane vrpce u količini navedenoj u paragrafu 3 i kada su roditelji voljni i gdje je to moguće da dete ili pacijenti budu rođaci deteta (samo detetova biološka braća i sestre, biološki roditelji deteta i biološki djedovi i bake) podvrgnuti se eksperimentalnom medicinskom lečenju lekom za naprednu terapiju mezenhimskih matičnih stanica od materijala počasnog donatora ako je takav materijal dostupan, FCS garantuje Roditeljima da će zdravstveni subjekt koji sprovodi eksperimentalni medicinski tretman roditeljima odobriti popust zbog činjenice da je lek mezenhimskih matičnih ćelija iz pupčane vrpce (MSC ćelije) proizvela kompanija iz kapitalne grupe FCS. Popust će biti odobren za naknade koje proizilaze iz najviše pet lekova mezenhimskih matičnih stanica iz pupčane vrpce (MSC ćelije). Popusti se daju u količini, ovisno o vrsti biološkog materijala koji roditelji čuvaju kod FSC-a, a konačni popust određuje zdravstveni subjekt pojedinačno, u zavisnosti od ažuriranog troška proizvodnje količine ćelija potrebnih za eksperimentalni tretman. Informacije o već odobrenim popustima i spisak zdravstvenih ustanova koje ih pružaju mogu se dobiti od medicinskog direktora FCS-a.
4. Uslov za pokušaj implementacije usluge validacije pupčane vrpce je posedovanje potvrde o skladištenju smrznute pupčane vrpce u Laboratoriji ili drugim laboratorijama FamiCord Grupe i negativan rezultat analize krvi Roditelj-Majka u pogledu : HIV, HBV, HCV, sifilis.

III. ZAVRŠNE ODREDBE

Aneks je pročitan i prihvaćen od strane kupaca i zaključen u elektronskom obliku.
orisnici imaju pravo da odustanu od ovog Aneksa bez navođenja razloga u roku od 14 (četrnaest) dana od dana stupanja na snagu ovog Aneksa. Obavest o raskidu dostavlja se u pisanoj formi kancelariji FCS-a.
Korisnici ovime zahtevaju da počnu sa pružanjem usluge prije isteka roka za raskid od 14 (četrnaest) dana. U slučaju pružanja usluge Validacije tkiva pupčane vrpce prije isteka roka za raskid od 14 (četrnaest) dana, Kupci nemaju pravo poništiti Aneks.
U slučaju odustajanja od Aneksa u roku od 14 (četrnaest) dana otkaznog roka, Kupci će biti dužni platiti iznos izračunat srazmjerno obimu pružene usluge do datuma ukidanja ako plaćanje za validaciju tkiva pupčane vrpce nije izvršeno do datuma ukidanja, a ako je plaćanje za validaciju pupčane vrpce izvršeno prije datuma ukidanja, FCS će nadoknaditi klijentima iznos plaćene naknade umanjen za iznos izračunat srazmerno obima pruženih usluga do datum ukidanja.
Ovaj Aneks čini sastavni dio Ugovora i osim ako nije drugačije definisano, izrazi napisani velikim slovom u ovom Ugovoru će imati značenje dato u Ugovoru.
Sva pitanja koja nisu regulisana ovim Ugovorom biće regulisana odgovarajućim odredbama Ugovora.
Svi potencijalni sporovi koji nastanu između Strana iz ili u vezi sa Aneksom biće podneti nadležnom sudu. Prethodno navedeno ne isključuje pravo kupaca da koriste vansudsko rešavanje potrošačkih sporova.
Primjenjivi zakon je zakon Švicarske (isključujući Bečku konvenciju o prodaji robe (CISG)). Izbor mjerodavnog zakona neće lišiti potrošača prava koja proizilaze iz prinudnih odredbi zakona zemlje njegovog uobičajenog boravišta.

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