

# Professional B2B Terms and Conditions

## European Professional Procurement Framework

### **1. Professional Scope**

MaxMed Systems is designed exclusively for professional healthcare procurement activities.

The platform is not intended for consumers, private individuals or unrestricted public purchasing.

No consumer marketplace, online pharmacy, public webshop or automated ordering functionality is operated.

Professional communication may be initiated only by entities legally entitled to acquire, possess or use the relevant products under applicable legislation.

### **2. Independent Procurement Coordination Structure**

THEDERMALFILLER S.R.L. operates as an independent European procurement coordination and commercial intermediary structure.

The company facilitates documented procurement communication, sourcing coordination, supplier allocation review and operational support between professionally verified customers and authorised supply-chain participants.

The company does not manufacture medicinal products or medical devices.

The company does not operate manufacturing facilities.

The company does not perform product relabelling.

The company does not modify packaging.

The company does not repackage products.

The company does not operate as a public retail pharmacy.

The company does not operate as a consumer-facing distributor.

Execution activities remain the responsibility of authorised manufacturers, marketing authorisation holders, licensed wholesalers and other authorised economic operators participating within the applicable supply chain.

### **3. No Public Commercial Offer**

Nothing published on this website constitutes:

- a legally binding commercial offer;
- a public retail offer;
- an invitation directed to consumers;
- an obligation to conclude a transaction;
- a guarantee of availability;

- a guarantee of future allocation;
- a distribution appointment;
- or an obligation to supply any product.

All website content is provided for professional informational purposes only.

Product references, categories, descriptions and technical information shall not be interpreted as creating contractual obligations.

#### **4. Invitation to Treat**

All information displayed on this platform constitutes an invitation for professionally eligible parties to initiate procurement communication.

No contractual relationship arises solely from:

- website access;
- submission of an enquiry;
- product listing;
- catalogue publication;
- indicative pricing;
- supplier discussion;
- quotation request;
- or issuance of a proforma invoice.

A binding commercial relationship exists only after explicit written confirmation by THEDERMALFILLER S.R.L.

#### **5. Professional Eligibility**

Operational communication may be conducted exclusively with professionally verified entities.

Professional verification may include assessment of:

- legal entity status;
- healthcare licensing;
- medical registration;
- VAT information;
- jurisdiction;
- intended professional use;
- destination country requirements;
- import eligibility;
- and applicable regulatory conditions.

The company reserves the unrestricted right to request additional documentation before continuing procurement discussions.

## **6. Right to Refuse or Suspend Communication**

MaxMed Systems reserves the unrestricted right to decline, postpone, suspend or permanently discontinue communication or procurement coordination where:

- professional eligibility cannot be established;
- regulatory concerns exist;
- documentation is incomplete;
- fraud indicators are identified;
- sanctions screening produces concerns;
- payment verification cannot be completed;
- supplier allocation becomes unavailable;
- operational feasibility cannot reasonably be confirmed;
- or continued cooperation would create legal or compliance risk.

No explanation is required beyond applicable legal obligations.

## **7. Product Information**

Published information is intended exclusively for professional informational purposes.

Technical specifications, photographs, product descriptions, packaging illustrations and regulatory references may be updated without notice.

Packaging appearance, language versions, artwork, accessories, batch presentation or product labelling may vary according to manufacturer decisions and destination markets.

Such differences do not constitute defects.

## **8. Availability and Supplier Allocation**

Product availability remains subject to:

- manufacturer release schedules;
- authorised supplier allocation;
- production capacity;
- jurisdictional restrictions;
- regulatory approvals;
- transportation feasibility;
- cold-chain capacity;
- and operational review.

No continuous inventory availability is guaranteed.

No reservation exists until confirmed in writing.

## **9. Quotations and Proforma Invoices**

All quotations remain indicative unless expressly confirmed.

Prices may change without prior notice due to supplier revisions, currency movements or operational circumstances.

Proforma invoices are issued exclusively for procurement coordination and advance payment purposes.

Issuance of a proforma invoice does not guarantee supplier allocation or final availability.

## **10. Payment Conditions**

Payment is accepted exclusively by advance bank transfer to the official company account stated on the issued proforma invoice.

Execution activities commence only after funds have been irrevocably credited.

Partial payments may be refused.

Third-party payments may require additional verification.

Cash payments are not accepted.

Credit facilities are not provided.

## **11. Procurement Execution**

Following confirmed payment and successful compliance review, procurement coordination begins.

Operational execution may include:

- supplier confirmation;
- allocation review;
- regulatory assessment;
- documentation verification;
- logistics planning;
- cold-chain coordination where applicable;
- destination review;
- and dispatch preparation.

Estimated timelines remain indicative only.

## **12. Logistics and Delivery**

Transport is coordinated through authorised European logistics partners operating within applicable regulatory frameworks.

Depending on product category, specialised medical transport solutions may be used.

Standard parcel delivery models may not apply.

Tracking functionality may be unavailable.

Delivery methods are determined according to regulatory, operational and product-specific requirements.

## **13. Customer Responsibilities**

The customer remains solely responsible for ensuring compliance with:

- local licensing requirements;
- import authorisations;
- customs obligations;
- VAT obligations;

- professional eligibility;
- storage conditions;
- intended use restrictions;
- and all national regulatory requirements.

The company assumes no responsibility for customer-side legal non-compliance.

#### **14. Anti-Fraud and Compliance Screening**

The company may perform identity verification and compliance assessments before accepting procurement requests.

Transactions may be suspended or refused where fraud indicators, sanctions risks or compliance concerns are identified.

No obligation exists to disclose internal compliance methodologies.

#### **15. Force Majeure**

The company shall not be liable for delays or non-performance resulting from events beyond reasonable control, including but not limited to:

- manufacturer shortages;
- supply interruptions;
- transportation disruption;
- customs actions;
- regulatory decisions;
- government measures;
- public health emergencies;
- natural disasters;
- armed conflicts;
- labour disputes;
- cyber incidents;

- or force majeure events.

## **16. Refunds**

Refunds may be approved exclusively where procurement execution becomes objectively impossible before dispatch.

Approved refunds are processed to the originating bank account.

Bank processing times remain outside company control.

No statutory consumer withdrawal rights apply within this professional B2B framework.

## **17. Limitation of Liability**

To the maximum extent permitted by applicable law, THEDERMALFILLER S.R.L. shall not be liable for:

- indirect damages;
- consequential losses;
- lost profits;
- business interruption;
- reputational damage;
- regulatory decisions outside its control;
- customs delays;
- import refusals;
- customer licensing deficiencies;
- or third-party operational failures.

Liability shall in all cases remain limited to mandatory legal obligations applicable under governing law.

## **18. Intellectual Property**

All website content, structure, design elements, graphics and proprietary materials remain protected under applicable intellectual property laws.

Third-party trademarks remain the property of their respective owners.

Reference to manufacturers or products does not imply ownership, endorsement or official representation unless expressly stated.

## **19. Confidentiality**

Professional quotations, procurement discussions, commercial correspondence and supplier information are confidential and intended solely for the addressed recipient.

Unauthorised redistribution or commercial exploitation may be prohibited by applicable law.

## **20. Governing Law**

These Terms shall be governed by Romanian law together with directly applicable European Union legislation.

Competent Romanian courts shall have jurisdiction over disputes unless mandatory provisions provide otherwise.

## **21. Severability**

Should any provision of these Terms be declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.

The invalid provision shall be replaced, where legally possible, by a valid provision reflecting the closest lawful interpretation.

## **22. Survival**

Provisions relating to liability, confidentiality, governing law, compliance obligations, intellectual property and dispute resolution shall survive termination of any procurement relationship.

## **Final Legal Statement**

MaxMed Systems operates exclusively as an independent European procurement coordination structure supporting regulated professional communication and authorised sourcing activities.

Nothing published on this platform shall be interpreted as establishing a public retail marketplace, unrestricted ordering functionality, consumer-facing commercial offer, legally binding quotation or guaranteed supply commitment.

All procurement-related communication remains subject to professional verification, jurisdictional assessment, authorised supply-chain confirmation, supplier allocation, compliance review and applicable European and national regulatory requirements.

THEDERMALFILLER S.R.L. reserves the unrestricted right to refuse, suspend, postpone or discontinue procurement communication or execution whenever legal, regulatory, operational, commercial or compliance conditions cannot be satisfactorily fulfilled.