

# Professional B2B Terms and Conditions

## Professional B2B Procurement Framework – European Union

### **1. Professional B2B Scope**

This platform operates exclusively within a business-to-business (B2B) framework intended for licensed healthcare professionals, medical institutions, aesthetic clinics, and authorised commercial entities.

No retail or consumer sales are conducted.

By accessing this website or initiating professional procurement communication, the user confirms that they act in a professional and legally authorised capacity within their applicable jurisdiction.

### **2. Company Positioning**

THEDERMALFILLER S.R.L. operates as an independent European B2B intermediary coordinates professional sourcing communication, procurement structuring and supplier-side operational coordination through authorised European supply partners.

The company does not manufacture medicinal products or medical devices and does not operate as a public retail pharmacy or consumer webshop.

The company does not operate as a public-facing retail distributor.

Fulfilment activities are performed through authorised EU-based distribution and logistics partners operating within regulated supply frameworks.

### **3. Professional Customer Verification**

Operational processing may be conducted only with professionally verified entities.

The customer is solely responsible for ensuring:

- regulatory compliance in the destination jurisdiction;
- professional licensing requirements;
- lawful importation and use;
- compliance with applicable medical and pharmaceutical regulations.

The company reserves the right to decline requests where professional verification cannot be reasonably established.

### **4. Product and Regulatory Information**

Product information published on this website is provided for professional informational purposes only.

Packaging, presentation, batch availability, and labelling may vary depending on the authorised supply source and destination market.

Certain products may qualify as prescription-only medicinal products or regulated medical devices under applicable European or national legislation.

Customers are responsible for ensuring that procurement and intended use comply with local legal requirements.

## **5. Orders and Proforma Invoices**

Product listings and quotations do not constitute binding commercial offers.

Orders become eligible for supplier allocation only after:

- written confirmation from THEDERMALFILLER S.R.L.; and
- confirmed receipt of irrevocably credited advance bank transfer.

Proforma invoices are issued exclusively for advance payment processing and supplier allocation purposes.

Issuance of a proforma invoice alone does not guarantee final product availability.

## **6. Payment Terms**

All payments are accepted exclusively via bank transfer to the official company account stated on the issued proforma invoice.

Orders are processed only after funds have been irrevocably credited.

Quoted prices may be subject to supplier confirmation and temporary market availability.

Shipping, cold chain handling, and logistics costs are disclosed prior to confirmation.

## **7. Cold Chain and Logistics**

Temperature-sensitive products are transported using appropriate cold chain logistics where applicable.

Execution timelines may vary depending on:

- supplier release schedules;
- regulatory verification;
- destination country procedures;
- specialised medical transport availability.

Estimated delivery timelines are indicative only.

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

Product availability is dependent on supplier allocation and regulated supply chain conditions.

The company does not guarantee permanent or continuously available inventory status.

If supplier allocation cannot be completed within a reasonable timeframe, the order may be cancelled and any received advance payment refunded to the originating bank account.

## **9. Delivery Framework**

Orders are processed exclusively for jurisdictions where procurement and transport can be reasonably coordinated within the applicable regulatory framework.

The customer assumes responsibility for:

- import requirements;
- customs procedures;

- VAT obligations;
- local regulatory compliance.

Risk transfers upon delivery to the customer or designated receiving entity.

## **10. Refunds and Non-Performance**

As this platform operates exclusively within a professional B2B framework, no statutory consumer withdrawal rights apply.

Refunds may be granted exclusively where:

- supplier allocation cannot be completed; or
- fulfilment becomes objectively impossible.

Approved refunds are processed to the original paying account.

Bank processing timelines remain outside company control.

## **11. Limitation of Responsibility**

THEDERMALFILLER S.R.L. coordinates procurement and fulfilment within third-party regulated supply networks.

The company shall not be responsible for:

- regulatory decisions outside Romania;
- customs delays or import restrictions;
- professional misuse of products;
- customer non-compliance with local regulations;
- indirect or consequential commercial losses.

Nothing in these Terms excludes liability where exclusion is prohibited by applicable law.

## **12. Governing Law**

These Terms are governed by Romanian law and applicable European Union regulations.

Any disputes arising from the commercial relationship shall fall under the jurisdiction of the competent courts of Romania.

## **13. Company Information**

THEDERMALFILLER S.R.L.

Independent EU professional procurement coordination structure

Timisoara, Romania

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