

GENERAL BUSINESS TERMS AND CONDITIONS

Version 1.2 – February 2026

This consolidated PDF version is aligned in substance and structure with the full General Business Terms and Conditions published on www.thedermalfiller.eu. In the event of any linguistic inconsistency, the English version shall prevail.

1. Contractual Partner and Legal Notice

This website is operated by THEDERMALFILLER S.R.L., a company duly incorporated and existing under the laws of Romania, hereinafter referred to as “TheDermalFiller®”, “we”, “us”, or “our”.

The sole contractual partner for all transactions concluded through this website is:

THEDERMALFILLER S.R.L.

Str. Basel nr. 4, Ap. 2

300127 Timisoara

Romania

EUID: ROONRC.J2013000700355

VAT ID (CUI): RO31368704

All contracts are concluded exclusively in English. Any translation is provided for convenience only and shall have no legal effect.

By accessing or using this website, the user agrees to be legally bound by these General Business Terms and Conditions, the Privacy Policy, and all other legal notices published on the website.

2. Nature of Business – B2B Model

TheDermalFiller® operates strictly and exclusively in a business-to-business (B2B) framework.

Products and services are made available solely to licensed healthcare professionals, medical institutions, authorized resellers, and legally established commercial entities. No consumer sales are intended or accepted.

TheDermalFiller® operates exclusively as an independent EU commercial intermediary and procurement facilitator. The company does not manufacture, store, warehouse, or physically dispatch products.

All products are supplied and shipped directly by authorized, licensed EU-based distribution and logistics partners.

3. Applicability and Exclusivity

These General Business Terms and Conditions constitute the exclusive legal framework governing all contractual relationships, transactions, and commercial interactions concluded via this platform.

Any general terms and conditions of the customer are expressly rejected and shall not apply, even if not explicitly objected to.

By placing an order, the customer unconditionally and irrevocably accepts these Terms.

Any oral agreements, amendments, supplements, or deviations shall be legally valid only if expressly confirmed in writing by TheDermalFiller®.

4. Compliance with Applicable Laws

All transactions are governed exclusively by Romanian law and directly applicable European Union regulations.

TheDermalFiller® does not guarantee that products are approved, permitted, or suitable for use outside the European Union.

The customer bears sole and exclusive responsibility for ensuring compliance with all applicable local, national, medical, regulatory, customs, and professional requirements in the jurisdiction where the products are delivered, stored, imported, distributed, or used.

All importation, possession, storage, and professional use is undertaken at the customer's own legal and regulatory risk.

5. Delivery Structure and Third-Party Fulfilment

All deliveries are executed exclusively by licensed third-party EU distribution and logistics partners.

TheDermalFiller® does not operate warehouses, maintain stock, or manage physical delivery infrastructure.

Risk transfers to the customer upon dispatch of the goods from the authorized partner's facility.

Transport insurance is applied in accordance with contractual arrangements with the respective fulfilment partner.

By placing an order, the customer expressly acknowledges and accepts this third-party fulfilment structure.

6. Delivery Territory

Orders are processed exclusively for billing and shipping addresses located within approved EU and selected EEA countries, as published on the website.

Orders originating from non-approved jurisdictions will not be accepted or processed.

For Switzerland and Norway, all customs duties, VAT, import charges, regulatory fees, and related costs are borne exclusively by the customer.

7. Quotations and Contract Formation

All website listings, product presentations, and quotations are non-binding and subject to change without prior notice.

A binding contract is formed only upon:

- explicit written order confirmation issued by THEDERMALFILLER S.R.L.; or
- issuance of a Proforma Invoice referencing the specific order and subsequent confirmed full advance payment; or
- written confirmation of dispatch by the authorized fulfilment partner.

TheDermalFiller® retains all intellectual property rights in product descriptions, images, technical documentation, specifications, and pricing materials.

8. Prices and Payment

All prices are stated in EUR.

Applicable VAT and legally required charges are applied in accordance with EU and national tax legislation.

Payment is due strictly in advance unless otherwise agreed in writing.

Delivery is initiated only upon confirmed receipt of full and irrevocable payment.

TheDermalFiller® reserves the right to correct pricing errors, limit quantities, suspend transactions, or cancel orders in cases of system inaccuracies, technical malfunction, or stock unavailability.

Invoices are issued exclusively by THEDERMALFILLER S.R.L. in compliance with Romanian and EU fiscal regulations.

9. Retention of Title

All products remain the exclusive property of THEDERMALFILLER S.R.L. until full, final, and irrevocable payment has been received and credited.

Until transfer of ownership, the customer shall not resell, pledge, encumber, or otherwise dispose of the goods.

In case of payment default, TheDermalFiller® reserves the right to reclaim goods without prejudice to additional legal remedies.

10. Delivery Timelines

Delivery timelines are indicative and non-binding.

Estimated delivery is approximately fourteen (14) working days from confirmed payment and shall not exceed thirty (30) working days under standard operational conditions.

Delays caused by supplier constraints, customs procedures, transport disruption, regulatory intervention, or force majeure extend delivery timelines accordingly.

Compensation for a proven delivery delay directly attributable to fulfilment operations shall not exceed five (5) percent of the net order value.

11. Limitation of Liability

To the maximum extent permitted by law:

TheDermalFiller® shall not be liable for indirect, incidental, consequential, reputational, regulatory, or third-party damages, including but not limited to loss of profit or business interruption.

Total liability for any claim arising out of or in connection with a transaction shall be strictly limited to the net value of the respective order.

No liability shall arise for improper medical application, misuse, regulatory non-compliance, or professional malpractice by the customer.

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

12. Product Information

All product information is provided strictly for informational purposes.

No representation, warranty, or guarantee is made unless explicitly confirmed in writing within a specific contractual framework.

The customer bears sole responsibility for verifying suitability, regulatory authorization, and lawful professional use.

13. Returns

In B2B transactions, no statutory right of withdrawal applies.

Where mandatory consumer protection law applies by operation of law, withdrawal rights are limited to the minimum required by such law.

Returns are accepted only for unopened, unused, and untampered products within fourteen (14) calendar days of delivery and subject to prior written authorization.

Shipping costs are non-refundable.

14. User Account

Users are responsible for safeguarding login credentials and account security.

Accounts may be suspended or terminated in cases of misuse, fraud, regulatory breach, or violation of these Terms.

User accounts are strictly non-transferable.

15. Complaints

Complaints must be submitted in writing to contact@thedermalfiller.eu.

Acknowledgement will be issued within three (3) working days.

A substantive written response is normally provided within fourteen (14) calendar days.

16. Governing Law and Jurisdiction

These Terms and all related agreements are governed exclusively by the substantive laws of Romania.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

The exclusive jurisdiction for all disputes shall be the competent courts of Romania.

TheDermalFiller® reserves the right to initiate proceedings at the customer's registered seat where legally appropriate.

17. Online Dispute Resolution

TheDermalFiller® operates exclusively in a B2B context and is not obliged to participate in consumer arbitration proceedings.

Where legally applicable, the European Commission provides an Online Dispute Resolution platform at:

<https://ec.europa.eu/consumers/odr>

18. Company Details

THEDERMALFILLER S.R.L.

Str. Basel nr. 4, Ap. 2

300127 Timisoara

Romania

VAT ID: RO31368704

Legal representative: Calinoiu Catalin-Cristian

Email: contact@thedermafiller.eu

Website: www.thedermafiller.eu

This document constitutes the consolidated PDF version of the General Business Terms and Conditions in force as of February 2026.