

General business terms and conditions

Acceptance

### **Contractual partner**

The contract is concluded with TheDermalFiller®.

This site is operated by White Romdental Srl (the "Company"). Throughout the site, the terms "TheDermalFiller® Shop", "TheDermalFiller®", "we", "us" and "our" refer to White Romdental Srl. "You" refers to any person accessing and/or using this site. TheDermalFiller® offers this site, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. Please read the General Business Terms and Conditions contained in this document carefully since any use of this site constitutes your acceptance of the General Business Terms and Conditions set out herein. This site, these General Business Terms and Conditions and the Privacy and Cookies Policy are in English. Any Content or translation in another language is for convenience only. You agree that we may move, alter, make other changes or remove this site at any time without notice. We reserve the right to change our General Business Terms and Conditions or our Privacy and Cookies Policy at any time. We advise you to regularly check the site for changes. Changes will be effective immediately upon their posting on the site. Your continued use of the site constitutes your agreement to these changes. Your use of this site is at your own and exclusive risk.

**Our site is hosted on GoDaddy.com - They provide us with the online e-commerce platform that allows us to sell our products and services to you.**

### **1. Applicability**

These General Business Terms and Conditions shall be the basis for all contracts made by White Romdental Srl, Basel 4, 300127 Timisoara (hereinafter: TheDermalFiller®) with users via the online sales channel of the TheDermalFiller® Shop. Contracts shall be made in English. The customer's General Business Terms and Conditions shall not apply, even if they have not been expressly refuted. The following General Business Terms and Conditions are part of all contracts and agreements concluded with us. They apply to sales and delivery contracts and to all advice, information, etc. we supply in connection with such contracts. Customer accepts these General Business Terms and Conditions – also for follow-up business, if any – by acknowledging them without objection, but not later than upon receipt of our products or other services. Oral collateral agreements, exclusions from, amendments or supplements of these General Business Terms and Conditions shall not be valid, unless expressly confirmed in writing by us. This shall also apply if this requirement of the written form is contracted out. We hereby reject the validity of general terms and conditions of customer which vary from these General Business Terms and Conditions, even if such terms and conditions are transmitted to us in a confirmation letter or in any other way. Our unconditional delivery of products, performance of services, and acceptance of payments does not constitute our recognition of conditions which diverge from these General Business Terms and Conditions.

### **2. Compliance with Applicable Laws and Regulations**

TheDermalFiller® is intended for use only by those who can access it from within the EU. Except as specified in these General Business Terms and Conditions, TheDermalFiller® does not assume any liability for compliance with legislation applicable to the customer or the products in jurisdictions in which the customer is established or conducts business.

### **3. Delivery Zone, Customer Address**

The following supply restrictions apply: We shall only supply customers whose delivery and invoice addresses are in one of the following countries: Germany, Austria, France, United Kingdom, Spain, Italy, Denmark, Estonia, Finland, Luxembourg, Sweden, Bulgaria, Ireland, Latvia, Lithuania, Netherlands, Belgium, Norway, Poland, Portugal, Slovakia, Slovenia, Czech Republic, Hungary, Romania, Croatia and Greece. TheDermalFiller® also delivers to customers with shipping and billing addresses in Switzerland or Norway. The customer is responsible for paying customs duties and similar charges and for making or obtaining any necessary registrations and permits in a timely manner and at their own expense. Any delays and/or damages resulting from the customer's failure to fulfil these obligations are the responsibility of the customer. No deliveries shall be made outside these countries.

### **4. Accuracy**

We make every effort to ensure that details about our products and services and any other information on our site or other promotional material are up to date. However, where information is incorrect or is subject to change, we reserve the right to withdraw or substitute the product or service and to cancel any outstanding orders or bookings with notice to customer.

### **5. Availability of Products**

TheDermalFiller® contains information about products that may or may not be available in any country or region of the EU, may be available under different trademarks in different countries and, where applicable, may be approved or cleared by a government regulatory body for sale or use with different indications and restrictions in different countries.

### **6. Quotations, Contracts**

All our offers are submitted without obligation. Our offers are subject to confirmation; a contract is only formed by our written order acknowledgement, or if orders have been executed by us. Amendments, supplements and/or cancellations of contract must be made in writing. If the requirement of the written form is contracted out, this must also be done in writing. Any statements and notifications by customer after contract conclusion are only valid, if they are made in writing. We reserve the title to and copyright for pictures, drawings, calculations and any other documents. They shall not be made available to any third party. Customer shall not make any of such pictures, drawings, calculations or other documents available to any third party without our express written consent.

### **7. Prices and Payment**

All prices are in euros and include VAT at the applicable statutory rate. The logistics and shipping costs shall be added. Prices and all elements included in the price, e.g. postage and packing, supplements or tax (hereinafter: payment) for each order shall be displayed to the customer before the order is placed. We will invoice the prices applicable at the time of receipt of your order for the products offered in TheDermalFiller® Shop. These prices are applicable only for the actual order. Otherwise, we are entitled to modify the prices at any time. TheDermalFiller® reserves the right to limit quantities of any product or offer per customer. While every effort is made to ensure prices and offers are accurate and up-to-date on our sites, brochures and price lists, TheDermalFiller® reserves the right to alter prices and offers without notice and to decline the supply of products at the stated offer price or offer quantities, if the TheDermalFiller® declares a price or offer to be an error either on our site, brochures or price lists. Possible payment methods shall be displayed to the customer.

## **8. Place of Performance, Transport Insurance**

The place of performance shall be Romania. The risk passes to customer when the products or the equipment are shipped, even if prepayment of freight charges for delivery is agreed upon. All deliveries will be covered by transport insurance. Customer shall bear the costs for this insurance. We will not take back any transport packaging. Customer is obliged to dispose of the packaging at its own cost.

## **9. Minimum Order, Supply Interruption**

TheDermalFiller® shall use commercially reasonable efforts to fill all purchase orders. TheDermalFiller® may, within its sole discretion, decide not to accept any purchase orders and/or may place controls on orders and/or allocate supply of product among customers. TheDermalFiller® reserves the right to limit quantities or discontinue any product without notice to customer. In the event of a discontinuation of product, TheDermalFiller® may, without obligation, identify alternative products available to customer. TheDermalFiller® is not liable for any loss resulting from its failure to supply product to customer, whether the inability to supply is under the control of TheDermalFiller® not. TheDermalFiller® does not have physical stocks of products. If our source/supplier does not send us the products and/or does not honor our order, then we feel obliged to cancel our customer's order and return the amount.

Minimum amount: Direct medical practitioner purchase - €100; Reseller purchase - €3500.

## **10. Non-Compliance with General Business Terms and Conditions**

In addition to any other rights or remedies available to TheDermalFiller®, we may refuse to accept orders from, or make any further sales of product to, any customer (and/or any of its affiliates) including without limitation to those that fail to comply with these General Business Terms and Conditions.

## **11. Delivery, Duty to Cooperate**

The scope of our delivery obligation is exclusively defined in this contract. Delivery periods are generally quoted subject to cooperation of customer according to contract. The prerequisite for the fulfilment of our delivery obligation is the timely and due fulfilment of customer's obligations. If we do not receive any products, although we have placed orders for identical products with reliable suppliers, we are released from our obligation to perform and may repudiate the contract. We shall make no delivery until payment has been received or shall make delivery concurrently against payment. If customer is requested to pay and fails to do so within 12 working days, we have the right to rescind the contract. The delivery time is normally approximately 14 working days from the receipt of payment, up to, but not exceeding 30 working days after the duly release of the payment. We take all endeavours to keep the delivery time agreed upon, however, without assuming legal obligations. The customers are not entitled to claim damage for delayed delivery or nonfulfillment.

## **12. Delays in Delivery**

If we are unable to keep the agreed delivery date due to circumstances which are not within our or our suppliers' control the delivery period is reasonably extended. We will immediately inform customer about such a case. Should the impeding circumstances still exist one month after the agreed delivery period has expired, each of the parties has the right to rescind the contract. We do

not accept liability for any further claims based on an exceeding of the delivery period for which we are not responsible. In case of a default in delivery, and if customer furnishes evidence for the fact that it has suffered a loss due to this default in delivery, customer is entitled to claim a flat-rate compensation for loss incurred by default amounting to 0.5 % of the delivery value, not exceeding 5 % of the delivery value, for every full week. Furthermore, customer may grant us a reasonable extension in writing, which may not be less than 15 working days. If this extension has lapsed, customer is entitled to rescind the contract or to claim damages instead of performance. Customer's damage claims based on default and damage claims instead of performance which exceed the above-mentioned flat rate are excluded in all cases of delays in delivery, including after expiry of a delivery period that was fixed for TheDermalFiller®, if any.

### **13. Retention of Title**

Until full payment has been made, the products shall remain the property of the TheDermalFiller®. If payment is made by means of a payment order to a bank or financial institution, full payment shall not be deemed to have been made until the unconditional, non-returnable amount has been credited to the account of the TheDermalFiller®.

### **14. Product Information**

Our information about our products is based on extensive research and our considerable experience in the field of medical devices. We provide this information, which to the best of our knowledge is correct, orally and in writing. In doing so, we do not assume any liability other than the liability agreed upon in the respective individual contract. However, this shall not release user from its obligation to verify the suitability of our products according to their intended use in aesthetics. Customer's specification of intended use shall only be binding, if we, at the time of contract conclusion, have confirmed in writing that the delivered products are suitable for the use intended by customer. This shall also apply to the protection of third-party industrial property rights and to applications and processes.

### **15. Return of Products**

As a rule, we will not take back or exchange any products in opened packages and products which were delivered more than 14 days before. You must return or deliver the products to TheDermalFiller® without undue delay and in any case at the latest within fourteen days of the date on which you notify us that you are withdrawing from this contract. The return period shall be deemed complied with if you send the products before the 14-day period expires. You are responsible for the direct costs of returning the products to us.

### **16. User Account**

If the customer uses the TheDermalFiller® registers to do so, the customer shall treat his account and password as confidential. If the customer has reason to believe that his account was misused by third parties the customer shall inform the TheDermalFiller® of this without undue delay.

### **17. Complaints Policy**

We will confirm receipt of complaints received by email within 3 working days. All complaints received are investigated and a written response is normally given within 2 weeks of the date of receiving any complaint.

## **18. Place of Jurisdiction**

Place of jurisdiction is Romania.

## **19. Applicable Law**

The present General Business Terms and Conditions are subject to Romania law. Failing amicable settlement, the Romania courts shall have jurisdiction to settle any dispute relative to non-compliance with the present terms. All legal relationships between customer and TheDermalFiller® shall be governed by the law of Romania, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). TheDermalFiller® makes no representations that the material and information on this site are appropriate or available in all national locations or languages.

### **CONSUMER INFORMATION ACCORDING TO THE CONSUMER DISPUTE SETTLEMENT ACT (VSBG):**

TheDermalFiller® is not prepared and obliged to participate in dispute resolution proceedings before a consumer arbitration board. The European commission provides a platform for online dispute resolution (OS). This platform is available at <http://ec.europa.eu/consumers/odr/>.

## **20. Our Details**

This [www.thedermalfiller.shop](http://www.thedermalfiller.shop) site is owned and operated by White Romdental Srl. We are registered in Romania under registration number ROONRC.J35/700/2013.

### **Postal address**

White Romdental Srl

Basel 4

300127 Timisoara

Romania

### **Overall Responsibility**

Responsible for content: Cristian Calinoiu

Legal company representative: Cristian Calinoiu

Reference to EU dispute resolution: The European Commission offers the possibility of Online Dispute Resolution (ODR) on one of its platforms (<http://ec.europa.eu/consumers/odr/>).

You can contact us by writing to the business address given above, by using our site [contact form](#) or by telephone on +40769595108. We reserve the right to make any changes and corrections to this notice. Please refer to this page from time to time to review these and new additional information.

-End of General Business Terms and Conditions

January 2025

Conclusion of contract of sale

Contracts shall be made in English. The offering of products on the web pages of TheDermalFiller® shall not constitute a binding offer to make a contract. These offers shall merely invite the customer to make a binding declaration of what, if any, product he wishes to order. The customer's order shall constitute a binding offer to make a contract of sale for the products that have been ordered by the customer. The contract shall come into existence when TheDermalFiller® accepts the order. TheDermalFiller® shall be entitled to check first whether it is possible to deliver the products. TheDermalFiller® may express explicit acceptance in text form, e.g. by sending acceptance of the contract by e-mail, or implicitly through the fact that TheDermalFiller® has sent the products for dispatch or begun performance of the service. A mere acknowledgement of receipt of the customer's order by TheDermalFiller® shall not constitute acceptance of that order. Once the contract has been made, TheDermalFiller® will not store the contract in a form that is accessible to the customer. You consent to receiving invoices in electronic form via e-mail.

### **Registration**

For purposes of using individual information facilities and services on the site <https://thedermafiller.shop> and to create a subscription, the customer can or must register. In this context, the customer undertakes to make a correct and full statement of information as required for purposes of registration, and customer should keep such information up to date if any changes arise. We reserve the right at any time to extend, to amend or to apply improvements to the services which are offered, if the changes are reasonably acceptable to the customer, taking account of our interests. This will be the case if the changes do not entail any financial disadvantages for the customer, such as in cases where new functionalities are introduced. Customer are allowed to register once only, to prevent duplicates from arising. The facilities may be used exclusively for private purposes. Utilisation for commercial purposes is not permitted. In particular, the customer may not use the services to advertise other sites, services or commercial offers.

### **Revocation right**

You are entitled to withdraw from this contract within fourteen days without giving any reason. To exercise your revocation right, you need to send us an unequivocal statement (e-mail) expressing your decision to withdraw from this contract. The deadline for withdrawal shall be deemed complied with if you send notification expressing your desire to exercise the revocation right before expiry of the deadline for withdrawal.

### **Consequences of revocation, refunds**

If, for various reasons, our source / supplier does not send us the products for which we received the firm order from our customer, then we will cancel the customer's order and return the amount paid in advance. If we withdraw from this contract, we must refund all payments received from customer, including the delivery costs, without undue delay and at the latest within fourteen days. For this refund we will use the same method of payment as used by customer in the original transaction, unless expressly agreed otherwise with customer. In no case will we charge any fees for refunding the payment. **Refunds will normally be by bank transfer within 45 days.**

### **Disclaimer**

We cannot promise that the content of the site is always free of inaccuracies or typographical errors. Neither can we guarantee that all information is up to date. We may, at any time, amend the content

of the site. We, however, reserves the right to cancel any order prior to dispatch should we find that the purchase is based on erroneous information, including incorrect pricing. In such case the customer will be notified by email. If we are unable to contact the customer, the order will be cancelled automatically. Furthermore, we disclaim responsibility for non-delivery due to sold out products and force majeure, including delivery failure due to our suppliers.

**Modifications, Invalidation Clause**

We reserve the right to change these General Business Terms and Conditions at any time. Updated versions of the General Business Terms and Conditions will appear on this site and are effective immediately. Modifications to these sales, delivery and payment conditions or other contractual agreements are to be put down in writing. If individual parts of these conditions of sale lapse, the validity of the remaining provisions is not affected.

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