

# Dental general terms

MaxMed Systems · Version 1.0 · 29 October 2026

Business customers in Germany, Austria and Switzerland

## 1. Who these terms apply to

These terms govern all enquiries, quotations, orders and deliveries between THEDERMALFILLER S.R.L. and its customers.

They apply only to business customers acting for the purposes of their professional activity. They do not apply to consumers, and we do not sell to consumers. We do not operate a public webshop, an online pharmacy or an automated ordering system.

This dental website serves professional customers in Germany, Austria and Switzerland. We do not supply customers established in Romania.

By sending an enquiry or placing an order you confirm that you act in a professional capacity and that you are lawfully entitled to acquire, hold and use the products concerned in your own country.

## 2. Definitions

The company, we or us means THEDERMALFILLER S.R.L., a Romanian limited liability company with a share capital of 200 RON, trade register number J2013000700355, EUID ROONRC.J2013000700355, tax identification number 31368704, with its registered office at Str. Basel nr. 4, ap. 2, 300127 Timisoara, Romania, trading as MaxMed Systems.

The customer or you means the professional, organisation or company placing an enquiry or an order.

Supply partner means the manufacturer, a distributor authorised by the manufacturer, or a wholesaler supplied by such distributors, in each case established in the European Union, from which we buy the goods.

A proforma invoice means the document issued by us that identifies the goods, quantities, prices, shipping cost, total, payment term, expected delivery period and validity period for a specific order.

An order means the goods and quantities set out in a proforma invoice, once a contract has been formed under clause 4.

An advance order means an order paid in full before we place it with our supply partner.

An order on terms means an order for which payment is due after dispatch, under clause 12.

The goods means the products identified on the proforma invoice.

The Regulation means Regulation (EU) 2017/745 on medical devices.

### 3. What this company is, and is not

We are an independent European procurement business. We buy goods against confirmed customer orders, only from a supply partner, and we arrange delivery. The goods are shipped to you directly by the operator that holds them and do not pass through our premises.

We do not manufacture, relabel, repackage, sterilise or store medical products. We buy goods already placed on the EU market. The Swiss import role and supply route are established individually before a Swiss order is accepted.

Every device we supply has already been placed on the EU market by its manufacturer or importer. We are not an authorised distributor appointed by any brand we source, and we make no such claim.

Responsibility for product conformity, CE marking, technical documentation, placing on the market and post-market surveillance lies with the manufacturers and with the other economic operators designated for those tasks under the Regulation.

When we supply a medical device, we act as a distributor within the meaning of Article 2(34) of the Regulation, and the obligations the Regulation places on distributors apply to us. On request, we identify the supply partner from which we bought the goods for your order (Article 25). Where we bought directly from the manufacturer, we can provide the purchase documentation; where we bought from a distributor or a wholesaler, we cannot provide the manufacturer's authorisation for every brand.

Where a manufacturer issues a field safety notice or a recall affecting goods we supplied to you, we inform you using our records.

Nothing published on this website is a binding offer, a guarantee of availability or an obligation to supply. Visiting the website, sending an enquiry or receiving a price indication does not create a contract.

### 4. How a contract is formed

We issue a proforma invoice only after our supply partner has confirmed availability in writing. The proforma invoice is our offer to supply the goods stated on it, on these terms, for the validity period stated on it.

For an advance order, the contract is formed when the full amount of the proforma invoice is credited to our account.

For an order on terms, the contract is formed when you accept the proforma invoice in writing, by email.

Payment of a proforma invoice, or its confirmation in writing, also constitutes your acceptance of these terms and of the clauses listed in clause 39, as stated on the proforma invoice itself.

We confirm in writing when a contract has been formed. Until a contract is formed, neither party is bound and no goods are reserved for you.

### 5. Professional eligibility and verification

We supply only qualified dental professionals, authorised dental organisations and the companies that operate authorised practices.

Before a first delivery we ask for a copy of your practice authorisation or equivalent professional document. Where a public professional register exists, we may also check your entry in it. We may verify your legal status, professional registration, company registration, tax identification, jurisdiction and the intended use of the products requested. We may request further documentation at any point before a contract is formed.

This is a condition of our professional supply service.

### 6. Goods are supplied for your own professional use

The goods are supplied for use in your own practice or institution.

You may not resell them, supply them onward, or make them available to any person who is not lawfully entitled to hold and use them. If you intend to acquire the goods for onward supply, you must tell us before the contract is formed.

Onward supply is allowed only after we have accepted you in writing as a wholesale customer, under the conditions published on the Wholesale page of this website, and only for products whose manufacturer allows it.

## 7. Our right to decline or discontinue

We may decline, postpone, suspend or discontinue an enquiry or an order where eligibility cannot be established, where documentation is incomplete, where a regulatory or sanctions concern arises, where payment cannot be verified, where supply becomes unavailable, or where continuing would create a legal or compliance risk for either party.

Where we decline or discontinue, any amount already paid is returned in full, under clause 19.

## 8. Product information and availability

Published product information is intended for professional use. Product names, descriptions and regulatory references may be updated without notice. Product information is the manufacturer's, and we do not make claims beyond the intended purpose stated by the manufacturer.

Packaging appearance and labelling may differ between manufacturers and between destination markets. Such differences are not defects, provided the labelling and instructions for use are available in the language your country requires.

We do not hold stock. Availability depends on manufacturer schedules, supplier allocation, national restrictions, regulatory requirements and transport conditions. Availability is confirmed with our supply partner before a proforma invoice is issued, and no goods are reserved for you until a contract is formed under clause 4.

## 9. Products we do not supply

We do not supply medicinal products, including prescription-only medicines, dental anaesthetics, botulinum toxin or injectable hyaluronidase. If a product is classified as a medicine in the destination country, we do not supply it through this dental service. We do not supply a device that cannot be traced to the supplying operator.

## 10. Quotations, proforma invoices and prices

Quotations are indicative until a proforma invoice is issued. Prices may change before that point, following supplier revisions or currency movements.

A proforma invoice sets out the exact goods, quantities, unit prices, shipping cost, total, payment term and expected delivery period. It is valid for 7 days from the date of issue, unless another period is stated on it. If you need more time, tell us and we will issue a new one.

Our prices are final. No VAT is added. The company does not currently hold a VAT identification number.

Standard delivery is included for practice orders to Germany, Austria and Switzerland. A zero shipping charge is shown on the proforma invoice. Swiss customs clearance, import taxes and other destination charges are not included and are clarified before ordering.

Any tax, duty or charge payable in your own country, including on import, is your responsibility.

## 11. Payment

Payment is made by bank transfer in euro, to the single account held in the name of the company and shown on the proforma invoice. That account does not change. If you ever receive payment instructions naming a different account or a different account holder, do not pay, and contact us by telephone.

We do not accept payments to private accounts, PayPal, consumer payment applications, cash or card payment, and we do not arrange consumer credit or third-party financing.

Payments from an account belonging to a third party may require additional verification before the order proceeds. Please instruct your bank to transfer the full invoiced amount, quoting the proforma number. Where charges deducted by intermediary banks reduce the amount received, the difference is payable by you.

The first three orders of every new customer are advance orders. We place an advance order with our supply partner once the full amount has been credited to our account.

We do not accept payment in instalments. The minimum practice order is 10 complete manufacturer packs or equipment items; references may be mixed. Existing customer payment history with THEDERMALFILLER S.R.L. is retained.

## 12. Payment terms from the fourth order

From the fourth order onwards, provided that all earlier invoices have been paid on time, we supply on terms: payment is due within 14 calendar days of the date of the invoice issued on dispatch.

The credit limit at any time equals the value of the largest single order you have already paid in full. Where an order would take the total amount outstanding above that limit, the excess is payable in advance.

We may withdraw or reduce payment terms for future orders at any time, by notice in writing, where a payment is late, where your financial or legal position changes, or where our own supplier withdraws terms from us. Orders already confirmed on terms are not affected.

## 13. Late payment

If an order on terms is not paid when due, statutory late-payment interest accrues from the day after the due date, together with the fixed compensation for recovery costs, in accordance with Directive 2011/7/EU as transposed in Romania by Law no. 72/2013.

While any invoice is overdue, we may suspend further deliveries and require any further order to be paid in advance.

## 14. Documentation, shelf life and checks on delivery

We do not provide photographs of goods before dispatch.

Goods are delivered in the manufacturer's original packaging, with lot or serial numbers, expiry dates and device identifiers (UDI) where applicable, and the required instructions for use. Relevant conformity documents and certificates are requested through the supply chain. EUDAMED registration is one check and does not authenticate an individual pack; transitional rules may affect search results.

On request, we identify the manufacturer and supplying operator and review requests for the relevant product documentation. We do not promise that a manufacturer will authenticate an individual lot on demand. Suspected falsification is escalated through the appropriate manufacturer and authority routes.

Every dated consumable has at least twelve months of remaining shelf life on delivery. If it has less, it may be returned within 14 days for a full refund and documented return shipping. Equipment configuration, warranty and service arrangements are confirmed before ordering.

## 15. Dispatch, delivery and transfer of risk

The goods are dispatched by tracked courier, in packaging suitable for the product, including temperature-controlled transport where the manufacturer requires it, to the business address of your practice stated on the proforma invoice. Delivery time depends on the supply partner that holds the product. For most references it is within 14 days of the date on which the contract is formed. For some products it is up to three weeks, and occasionally longer. The expected delivery period for your order is stated on the proforma invoice or in our written confirmation.

Delivery times are indicative and depend on manufacturer schedules, regulatory procedures and transport conditions. Where a delay occurs, we inform you before the expected delivery period ends.

If the goods have not been delivered within 30 days after the end of the expected delivery period stated for your order, you may cancel the order by notice in writing and receive a full refund under clause 19.

Risk in the goods passes to you on delivery at the address stated on the proforma invoice. Until then, transport risk is ours.

## 16. Retention of title

As between the parties, and to the extent permitted by the law of the place where the goods are located, title to the goods passes to you when we have received payment in full for the order concerned. Until then, the goods remain our property.

## 17. Swiss deliveries and import arrangements

Swiss product eligibility, the applicable Swiss supply route, any required authorised representative and importer, labelling and instructions, and customs responsibilities are established before accepting a Swiss order. EU availability alone does not establish Swiss eligibility.

The importer of record and responsibility for customs clearance, import taxes, duties and any related destination charges are identified in the written offer. Standard delivery being included does not mean these destination charges are included. Export documentation is arranged with the dispatching operator.

## 18. Claims on delivery

If the goods arrive damaged, incomplete, or different from the proforma invoice, you must notify us in writing within 48 hours of delivery, with photographs of the goods and of the packaging.

We raise the claim with our supply partner and with the carrier, and we arrange a replacement or a refund. You are not required to deal with anyone in our supply chain.

We ask for 48 hours because the carrier's own liability period is short. Claims notified after that period may be refused for that reason.

This clause does not affect any right you have in respect of a defect that could not reasonably have been discovered within that period, nor your rights under clauses 14 and 22.

## 19. Cancellation and refunds

If an order cannot be completed for any reason before dispatch, every amount already paid is returned in full, to the account it came from, within 30 calendar days. No deduction is made.

If a contract has been formed and the goods are not delivered because of a failure on our side, we also pay you compensation of 10% of the amount paid, within the same 30 calendar days. A failure on our side means that we placed the order with our supply partner late or incorrectly, that we did not pay our supply partner, or that we confirmed availability without written confirmation from our supply partner. The compensation does not apply to events under clause 28, to a cancellation you request, or where our supply partner fails after confirming availability to us in writing. If you cancel an order before dispatch, amounts paid are returned on the same terms, less any cost we have already incurred and can document.

Once the goods have been dispatched, the order stands, subject to your rights under clauses 14, 15, 18 and 22. For safety reasons, delivered medical devices are not taken back for resale.

Bank processing times are outside our control.

No statutory right of withdrawal applies, because these terms govern business-to-business transactions only.

## 20. Partial availability

Where only part of an order can be sourced, we tell you before the contract is formed, or before dispatch if the position changes afterwards. You may then confirm the reduced order or cancel it in full.

We do not dispatch partial orders without your agreement.

## 21. No substitution

We do not substitute another product for the one you ordered, whatever the reason. If we cannot obtain the product you ordered, we tell you and refund you.

## 22. Authenticity guarantee

Where a product we have supplied is established not to be genuine, we refund the full amount paid for that product. This guarantee applies for as long as the stated shelf life of the product concerned runs, and survives completion of the order for that period.

Establishment may be by confirmation from the manufacturer, by determination of a competent authority, or by other objective evidence accepted by both parties.

## 23. Correspondence

We answer enquiries and customer correspondence within one working day, and we tell you in advance where we will be unavailable for longer.

Our bank details appear only on our proforma invoices and on our website, and they do not change. They are never sent by telephone or through messaging applications.

## 24. Your responsibilities

You are responsible for compliance with the law of your own country, including professional licensing, the rules on who may administer the treatments concerned, import authorisations, customs and tax obligations, and storage conditions after delivery.

Where your country's rules require it, you keep the device identifier (UDI) of Class III implantable devices you receive (Article 27(9) of the Regulation), and you give patients the implant card and information supplied by the manufacturer (Article 18).

You report serious incidents as your national rules require, and you inform us so that we can forward the report to the manufacturer. You cooperate with any field safety corrective action or recall concerning goods we supplied to you, including by setting aside affected units and following the manufacturer's instructions.

Our verification does not replace your own compliance, and our confirmation of an order is not an assessment of your entitlement to perform any particular treatment.

We accept no responsibility for your own non-compliance.

## 25. Warranty

Except for the shelf life commitment in clause 14, the authenticity guarantee in clause 22, any other obligation expressly stated in these terms, and any obligation as to conformity that applies under mandatory law and cannot be excluded between businesses, we give no warranty of our own in respect of the products.

Warranties relating to product quality, safety, conformity or fitness for a particular purpose are given by the manufacturer or by the other economic operator responsible for the product under applicable law. We pass on to you the benefit of any such warranty, and we assist you in making a claim under it.

On request, we identify the manufacturer and the supplying operator for any product we have supplied to you, and we retain the records necessary to do so.

## 26. Liability

To the fullest extent permitted by law, we are not liable for indirect or consequential loss, loss of profit, business interruption, loss of reputation, customs delays, refusal of import, or the failure of a third party.

Where liability cannot lawfully be excluded, our total liability arising from an order does not exceed the amount you paid for that order, together with any compensation due under clause 19.

Nothing in these terms excludes or limits liability for death or personal injury, for damage caused intentionally or through gross negligence, for fraud or fraudulent misrepresentation, for liability that cannot be excluded under applicable product liability legislation, or for any other liability that cannot lawfully be excluded or limited.

## 27. Indemnity

You indemnify us against any claim, loss, cost or expense arising from the use of a product outside its intended professional purpose, from your failure to comply with licensing, import or regulatory requirements, from misrepresentation of your professional status, from any onward supply in breach of clause 6, or from your breach of these terms.

## 28. Force majeure

We are not liable for delay or non-performance caused by events beyond our reasonable control, including manufacturer shortages, supply interruption, transport disruption, customs action, regulatory decisions, government measures, public health emergencies, natural disasters, armed conflict, labour disputes and cyber incidents. Where such an event prevents an order from being completed, clause 19 applies and your money is returned.

## 29. Anti-fraud and sanctions screening

We may carry out identity verification and compliance screening before accepting an order, and we may suspend or refuse a transaction where indicators of fraud, sanctions exposure or other compliance concerns are identified. We are not obliged to disclose the methods used.

## 30. Confidentiality

Quotations, correspondence, pricing and supplier information exchanged between us are confidential and intended only for the recipient. Neither party may disclose them to third parties or use them commercially without the other's consent, except where disclosure is required by law, including disclosure to competent authorities under the Regulation.

## 31. Data protection

Personal data is processed in accordance with Regulation (EU) 2016/679 and with our Privacy policy. We do not ask for or process patient data.

## 32. Intellectual property

The content and structure of this website are protected by intellectual property law. Third-party trade marks remain the property of their owners. Reference to a manufacturer or to a product does not imply ownership, endorsement, sponsorship or official representation.

## 33. No agency or partnership

Nothing in these terms creates a partnership, joint venture, agency or employment relationship between the parties. Neither party may bind the other.

## 34. Assignment

Neither party may assign or transfer its rights or obligations under an order without the other party's written consent, which is not to be unreasonably withheld.

## 35. Set-off

You may not withhold payment or set off any claim against amounts due to us, unless that claim has been accepted by us in writing or established by a court.

## 36. Notices

Notices under these terms are given in writing, by email to [contact@maxmedsystems.eu](mailto:contact@maxmedsystems.eu) or to the customer's email address used for the order. A notice takes effect on the working day after it is sent, unless receipt is confirmed earlier.

## 37. Language

These terms are issued in English. Where a translation is provided for convenience and there is any difference of meaning, the English text prevails.

### **38. Complaints, governing law and jurisdiction**

If you have a complaint, please write to us first. We answer every complaint in writing, and we will attempt in good faith to resolve the matter before either party begins proceedings.

These terms and every order are governed by Romanian law, chosen under Article 3 of Regulation (EC) No 593/2008, together with directly applicable European Union legislation. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) does not apply.

The courts of Timis County, Romania, have exclusive jurisdiction under Article 25 of Regulation (EU) No 1215/2012, unless mandatory legislation provides otherwise.

### **39. Express acceptance of specific clauses**

Under Article 1203 of the Romanian Civil Code, certain standard clauses produce effect only if the other party accepts them expressly and in writing. In these terms, those clauses are: clause 6 (restriction on onward supply), clause 7 (our right to decline, suspend or discontinue), clauses 12 and 13 (withdrawal of payment terms and suspension of deliveries), clause 25 (warranty), clause 26 (limitation of liability), clause 27 (indemnity), clause 29 (suspension for compliance reasons), clause 35 (no set-off) and clause 38 (governing law and jurisdiction).

Each proforma invoice lists these clauses by number and subject. By paying it, or by confirming it in writing, you expressly accept them. If you do not wish to accept them, do not pay the proforma invoice and tell us; no contract is formed and nothing is owed. That confirmation is kept with the order records and applies to later orders until these terms are changed.

### **40. Severability and survival**

If any provision is held invalid or unenforceable, the remaining provisions continue in force, and the invalid provision is replaced by a valid one that comes closest to its commercial purpose.

The provisions on shelf life, the authenticity guarantee, liability, indemnity, confidentiality, intellectual property, express acceptance, governing law and jurisdiction survive the completion or termination of any order.

### **41. Entire agreement, order of precedence and changes**

These terms, together with the proforma invoice and the correspondence specific to an order, constitute the entire agreement between the parties for that order, and replace any earlier discussion or informal communication.

Where there is any inconsistency, the following order applies: first the proforma invoice for that order, then these terms, then the correspondence specific to that order.

We may amend these terms. The version published on this website on the date the proforma invoice is issued applies to that order. Where a change affects a clause listed in clause 39, your express acceptance is requested again before the next order.