

General Terms and Conditions

1. Applicable Terms

These Terms of Sale ("Terms") apply to all purchases made by customers ("Customer(s)") through our DermaGuru webshop.

Proprietor and operator: Derma Balance Kft. 1096 Budapest, Haller str. 2, Hungary ("DermaGuru", "we", "us", "our").

These Terms apply to all products sold via our webshop, including but not limited to cosmetics, medical devices, and disposable items ("Products").

Products marked "for professional use only" are sold to physicians, aesthetic clinics, hospitals and wholesalers; our home-use range is also available to private customers.

We recommend thoroughly reading these Terms before purchasing from our webshop.

2. Orders

Customers may place online orders in our webshop 24 hours a day. We process orders as quickly as possible, generally within 2 working days of receipt during business hours.

After placing an order, the Customer receives an automated order overview by e-mail. Please note that this overview does not constitute an order confirmation, and at this point the Customer's order is not yet binding upon us.

A binding agreement between the Customer and DermaGuru is concluded when the Customer receives the shipping notification by e-mail ("Order Confirmation").

When the Customer places an order in the webshop, the order is binding upon the Customer.

EXCLUSION OF ORDER MODIFICATION

We hereby inform the Buyer that, following the placement of an order, we do not undertake any subsequent modification of the order contents (ordered products, quantity) or of the billing details (company name, VAT number, billing address, etc.). Our systems — the webshop, the warehouse management system, the invoicing system and the systems of our logistics partners — are automatically and directly interconnected, and processing of the order starts automatically upon submission. Any subsequent intervention in an order already in progress (e.g. cancelling and reissuing an invoice, modifying the warehouse picking list, regenerating the waybill) disrupts the entire process and causes a disproportionate administrative burden; therefore, once an order has been placed, we modify neither the contents of the order nor the billing details.

In view of the above, we expressly and emphatically request the Buyer to carefully and item by item verify the following before finalising the order (pressing the "Place Order" button):

- **the contents of the cart** (name, packaging and quantity of the ordered products),
- **the shipping details** (name, address, telephone number, e-mail address),
- **the billing details** (in the case of a private individual, name and address; in the case of a company, company name, registered office, VAT number, EU VAT number where applicable),
- **the discounts and coupons applied, as well as the payment and shipping method.**

Any requests for modification, supplementation or cancellation submitted by the Buyer after the order has been placed — including changes to billing details, the addition of further products, or the subsequent reissuance of an invoice from a private individual to a company or vice versa — cannot be fulfilled. The Buyer bears responsibility for the consequences arising from incorrectly or incompletely provided data (e.g. delivery to the wrong address, the impossibility of VAT reclaim due to an incorrect VAT number, the impossibility of subsequent invoice modification).

3. Product Availability

We strive to ensure product availability but cannot guarantee stock availability. If unable to fulfill an order, we either offer an equivalent alternative product, which the Customer may accept or reject, or inform the Customer about our inability to fulfill the order.

If the Customer declines the alternative or if we cannot fulfill the order, our sole obligation is to refund the purchase price if already paid. These are the Customer's exclusive remedies in such cases.

4. Compliance with Laws and Regulations

DermaGuru operates as an international wholesaler. Except as set out in these Terms, DermaGuru is not responsible for the Customer's compliance with the laws applicable to the Customer or to the Products in the jurisdictions in which the Customer is established or carries out business activities.

By accepting these Terms, the Customer proactively assumes responsibility for compliance with the applicable international and local laws relating to the handling of the Products.

The Customer warrants that it will obtain and maintain all necessary permits, licences and authorisations, and that it will make all necessary notifications to the competent authorities for the import, marketing and distribution of the Products, including the review and approval of product packaging, labelling and product information (e.g. the summary of product characteristics and the patient information leaflet) in order to ensure compliance with the applicable laws and regulations.

The Customer warrants that it will be responsible for all post-market obligations (if any), including market surveillance activities such as reporting significant changes to product specifications and quality systems, reporting adverse events, handling complaints, customer notifications and recalls.

The Customer warrants that it will comply with all handling obligations or sales restrictions relating to the Products (arising from these Terms, the product packaging or the applicable laws) in connection with the further sale or import of the Products, and that the Customer will impose these restrictions on any subsequent customer of the Products.

DermaGuru accepts no liability for the application or use of the products it sells by any person who is not authorised to do so, that is, who is not a physician or another professional authorised under the applicable law.

DermaGuru ensures data protection in accordance with the GDPR and carries out its activities in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Products intended for professional use

The Service Provider may mark certain products on the product page as "*For professional use only*". Such a product is not intended for home use or for use by laypersons.

By placing an order, the Buyer declares and warrants that the product will be used solely for the purpose specified by the manufacturer, by a person having the appropriate professional knowledge, qualifications and the authorisation required under the applicable laws. If the Buyer is not the actual user, the Buyer must ensure that the product is handed over to and used exclusively by such a person.

By accepting the Buyer's declaration, the Service Provider does not certify or confirm the professional qualifications of the Buyer or of the actual user, their authorisation to carry out the activity, or their suitability to perform the given procedure.

The Service Provider is entitled to refuse to fulfil the order prior to dispatch, or to restrict professional access, if, on the basis of the data provided or the circumstances of the order, it can reasonably be assumed that the product is being ordered for lay, home, unlawful or non-intended use.

The Buyer is liable under the applicable laws for the consequences arising from a false declaration, from handing the product over to an unauthorised person, or from a breach of these provisions.

5. Customer Information

The Customer must ensure all order and delivery information provided, including VAT numbers (if applicable), is correct.

If the Customer modifies provided information, we reserve the right to verify this new information and reevaluate account data within 72 hours.

6. Delivery and Delays

In-stock products ship same-day or within the next business day. For out-of-stock products, delivery typically takes 3-6 days but depends on supplier availability.

Customer's sole remedy for delays exceeding 6 business days is a refund of the paid purchase price.

DermaGuru is not responsible for delivery errors caused by incorrect or changed delivery addresses provided by the Customer.

Personal pick-up from our warehouse is not possible.

7. Price and Payment

Product prices displayed on the webshop apply, excluding obvious errors (e.g., incorrectly low pricing). Prices exclude VAT, local taxes, customs duties, and delivery costs, which are added separately.

Prices can change anytime but will not affect orders already confirmed by Order Confirmation.

We are not obligated to honor incorrectly listed lower prices, even after Order Confirmation, if the price error is obvious.

8. Defects

Products are considered accepted and defect-free unless written notification detailing defects is sent to DermaGuru within 3 days of receipt.

For justified claims, DermaGuru may provide price discounts, repair, replacement, or refund at its discretion. These remedies are exclusive.

DermaGuru does not cover shipping or handling fees related to returned Products.

Refunds will be processed to the original payment method within up to 29 business days.

9. Products Damaged During Shipping

DermaGuru bears shipping risks. Claims regarding shipping damages must be reported within 3 days of product receipt, including photos and carrier's report.

Customer must fully cooperate with DermaGuru for carrier claims.

Customer's sole remedy for shipping damage is product replacement or refund at DermaGuru's discretion. Indirect or consequential damages are excluded.

10. Liability

DermaGuru's liability is subject to Dutch law and limited as set forth herein.

DermaGuru is not liable for indirect or consequential damages, including loss of profits, production, goodwill, or operational losses.

Total liability will not exceed the purchase amount of the respective Products.

Claims expire 3 months after receipt of Products.

11. Third-party Rights

DermaGuru is not liable for third-party intellectual property infringement related to Products.

Customers must immediately inform DermaGuru of any third-party intellectual property infringement claims.

12. Product Liability

DermaGuru is not liable for personal injury or damage to other products unless mandatory law requires otherwise.

Liability is limited annually to the purchase amount of respective Products.

If DermaGuru is liable to a third party due to Customer actions, the Customer must indemnify DermaGuru.

DermaGuru can claim against Customer in the same jurisdiction where third-party claims are initiated.

13. Reporting Adverse Events and Recalls

Customers must report adverse events within 5 days, providing full documentation.

The Customer bears recall-related costs and must cooperate with DermaGuru during recall procedures.

14. Taxes and Other Charges

The Customer is responsible for all taxes, fees, duties, and charges related to Products' purchase, export, and import.

DermaGuru is not responsible for customs or tax-related delays.

15. Force Majeure

DermaGuru is not liable for delays or damages due to extraordinary circumstances beyond its reasonable control.

16. Refusal of Service

DermaGuru reserves the right to refuse service for reasons including unclaimed parcels, incorrect or incomplete information, payment irregularities, unlawful activities, inappropriate behavior, or misuse of return policies.

17. Governing Law and Jurisdiction

These Terms and any disputes related thereto are governed by Dutch law, excluding conflict-of-law rules and CISG.

Disputes are subject to Dutch courts or arbitration under the Netherlands Arbitration Institute. DermaGuru retains the right to initiate proceedings in the Customer's jurisdiction.

Withdrawal

Most of the products sold in the DermaGuru online store are cosmetic or medical-aesthetic products that come into direct contact with the body or skin surface. According to Section 29 (1) point e) of Government Decree 45/2014 (II. 26.), the right of withdrawal is excluded if the customer opens or uses the product after receipt.

The consumer may not exercise the right of withdrawal in the case of sealed products which, for health protection or hygiene reasons, cannot be returned once unsealed.