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1. Introduction

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- 1.2. Copyright: The entire content of the website farmaciacrisia.ro images, texts, graphics, symbols, web graphic elements, scripts, programs, and other data is the property of SC PERLA WAREHOUSE SRL and its suppliers and is protected by copyright law and by laws regarding intellectual and industrial property. The use of any of the elements listed above without the consent of SC PERLA WAREHOUSE SRL is punishable under applicable law.
- 1.3. The use of this website (visiting or purchasing products) implies acceptance of these Terms and Conditions of Use. For the best experience when using this website, it is recommended that you carefully read this document. SC PERLA WAREHOUSE SRL reserves the right to make changes to these provisions without prior notice.

2. Links

2.1. SC PERLA WAREHOUSE SRL is not responsible for the content, quality, or nature of websites accessed through links from this site (commercial or advertising links). Responsibility for such websites lies entirely with their owners.

3. Limitation of Liability

- 3.1. By operating this website, SC PERLA WAREHOUSE SRL does not assume any responsibility other than that required by law for the sale of pharmaceutical products in physical locations, and cannot be held liable for damages arising from the use, in any manner, of products purchased through this website. The website farmaciacrisia.ro and its associated materials are provided "as is" and "as available."
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6. Comments. Communications, and Other Data/Information

6.1. Visitors/users of the website may post comments and any other communications, send e-cards, transmit suggestions, ideas, questions, or other information, all of the above using the contact/order forms, provided that the content is not illegal, obscene, threatening, defamatory, invasive of another person's privacy, infringing on intellectual property rights, does not contain viruses, promotional campaign texts, chain letters, mass mailings, or any other form of spam. Persons who use a false e-mail address or send electronic messages or any other communications in the name of another natural or legal person, or in the name of any other entity, will be sanctioned in accordance with applicable law.

6.2. SC PERLA WAREHOUSE SRL has the right (but not the obligation) to delete any such communications that do not comply with the above-mentioned standards. SC PERLA WAREHOUSE SRL shall not be held liable and shall not be obligated to provide any compensation to third parties for any damages resulting from such unlawful communications made by users of the website.

6.3. In the case of submitting or posting materials/documents, the user is deemed to grant SC PERLA WAREHOUSE SRL and its affiliates/associates a non-exclusive, unlimited, free, irrevocable, and transferable right to use, reproduce, modify, adapt, publish, translate, create derivative works, as well as the right to distribute and present such content anywhere in the world, by any means. The user also grants SC PERLA WAREHOUSE SRL and its affiliates/associates, or those to whom it retransmits the license right, the right to use the name associated with such content. The user warrants that they hold all rights to the content they post or transmit on the website, by any means, so that by using such content no prejudice is caused to any person. SC PERLA WAREHOUSE SRL assumes no responsibility for the content of messages/communications posted/transmitted by a user through the website farmaciacrisia.ro.

7. Information Security

7.1. This website uses security measures against the loss, alteration, or misuse of information under our control. However, SC PERLA WAREHOUSE SRL does not assume responsibility for information losses caused by software errors in the design or hosting of the website and/or by any type of cyberattacks, except for the legal obligations that apply in such situations.

8. Disclaimer of Liability

8.1. Images are presented on the website for illustrative purposes only, and the products actually delivered may differ from the images in any way (color, accessories, appearance, etc.). SC PERLA WAREHOUSE SRL understands the importance of the information presented on this page and makes continuous efforts to keep it up to date, based on the information available from manufacturers. However, there may be situations where the information presented on the website differs from the actual product information, specifically when the manufacturer modifies its specifications without informing us in advance.

8.2. SC PERLA WAREHOUSE SRL cannot guarantee the availability in stock of all displayed products. For this reason, SC PERLA WAREHOUSE SRL reserves the right not to honor a particular order if the respective product is no longer available in the supplier's current offer. The customer will be notified within the average processing time of an order (2 working days) if, due to stock unavailability, the delivery time is extended or the order cannot be fulfilled. The amount blocked on the customer's card for the respective order will be released. Any complaint regarding the quality of products, delivery, or payment must be communicated to SC PERLA WAREHOUSE SRL within the legal term in order to resolve the issue reported by the customer. All products (where applicable) are accompanied by a leaflet issued by the manufacturer. If the products cannot be delivered or are damaged during delivery, the customer may request an immediate refund of the amounts already collected by SC PERLA WAREHOUSE SRL, but not other compensations. SC PERLA WAREHOUSE SRL condemns attempts of fraud and provides all necessary support for the recovery of any potential losses.

8.3. With regard to magistral products prepared and dispensed on the basis of a medical prescription, this website does not represent an online pharmacy but only an online communication interface through which the customer transmits to SC PERLA WAREHOUSE SRL (the company operating Farmacia Crisia at its two registered locations in Bucharest) information concerning the requested magistral product (quantity) and the medical prescription.

Within a reasonable period, but no more than three working days, through the online communication interface, SC PERLA WAREHOUSE SRL will respond to the client's request, confirming whether the product can be prepared or not, indicating: (i) its total cost (which will include the packaging necessary to preserve the qualities of the preparation, without any obligation to break down the costs of the components, packaging, labeling, etc.), (ii) the estimated preparation time, and (iii) the point of sale from which it can be collected either personally or by a natural or legal person designated by the client. SC PERLA WAREHOUSE SRL will inform the client in writing, via e-mail or smartlink, of the moment when the product is ready for collection from the point of sale indicated to the client.

SC PERLA WAREHOUSE SRL will keep the magistral product for 14 calendar days from the date on which it informs the client that the product is ready and available for collection from the designated point of sale (personally or through a designated third party), after which it will be destroyed. SC PERLA WAREHOUSE SRL shall have no obligation to refund the price paid by the client for the magistral product not collected within the aforementioned period.

If the client does not personally collect the magistral preparation ordered on the basis of a prescription and opts for collection by an authorized third party, SC PERLA WAREHOUSE SRL recommends always using the services of a specialized operator, who has the technical capabilities and equipment necessary to ensure controlled and monitored temperature from pickup to delivery, in accordance with the information provided on the product's external packaging. The farmaciacrisia.ro website interface offers clients a recommendation in this regard, but the choice of the designated third party and the full responsibility for the collection and transport of the preparation, until delivery to the client (as the case may be), rests entirely with the client, including when following the recommendation regarding specialized transport services. SC PERLA WAREHOUSE SRL will ensure that the magistral preparation complies with quality standards and applicable legal norms, that the packaging is free of defects or damage, and will release it, as the case may be, to the designated third party, acting as the client's representative. In accordance with the law, SC PERLA WAREHOUSE SRL will advise and inform the client or his/her representative, without limitation, regarding the conditions of transport and storage of the product(s), as specified on its primary packaging. SC PERLA WAREHOUSE SRL shall not be held liable for or in connection with any claim regarding damage to the packaging and/or the product itself as a result of collection, handling, transport, and/or delivery by a third party designated by the client. From the moment the magistral preparation is handed over to the client or the designated person, in appropriate packaging, SC PERLA WAREHOUSE SRL is released from any liability regarding the risk of loss or deterioration of the magistral product.

- 8.4. By accessing and using the functions offered by the <u>www.farmaciacrisia.ro</u> website, the client fully accepts the provisions of this document.
- 8.5. The maximum value of SC PERLA WAREHOUSE SRL's obligations towards any client in the event of non-delivery or improper delivery is limited to the value of the amounts collected by SC PERLA WAREHOUSE SRL from that client.
- 9. Suggestions, Complaints, and Notifications
- 9.1. Suggestions, complaints, and notifications may be sent to the e-mail address pacient@farmaciacrisia.ro, and the response time, depending on the situation presented, is +/- 72 working hours. We also recommend reading the information on the corresponding page.
- 10. Emergency Fee

To respond to requests for accelerated preparation of treatments, our pharmacies offer the option of an emergency service. If the patient requests the preparation of a treatment within a shorter period than the standard one, an additional fee will be charged for this service, provided that the laboratory has the possibility to prepare it under emergency conditions.

10.1. Emergency Fee Details:

- Fee: 30 RON
- Conditions of application: The emergency fee applies if the request for preparation of the treatment is made less than 24 hours before the deadline communicated by the laboratory to the patient.
- Method of payment: The emergency fee must be paid when ordering the treatment.
- Notification: The patient will be informed of the applicable emergency fee before confirmation of the service. The emergency fee is non-refundable and applies in addition to the standard cost of the preparation.

Information Notice

Law no. 95/2006 on healthcare reform, republished in 2022, provides in Article 328 that medical prescriptions issued by doctors within the public healthcare system are valid only for the patient to whom they have been issued. The transfer of such a prescription constitutes a criminal offense and is punishable under criminal law with imprisonment from 6 months to 3 years.

This law protects the integrity of the healthcare system and the safety of patients. Medical prescriptions are official documents that contain confidential medical information, such as the patient's diagnosis and treatment. The transfer of a prescription may endanger the health of a patient who uses it without the recommendation of a doctor, as it may lead to the improper use of medicines. Moreover, the transfer of a prescription may result in the unauthorized use of the patient's medical information. Such information can be used to obtain medicines without a medical prescription or to commit other offenses.

Therefore, medical prescriptions must be kept safe and must not be transferred to other persons.

Here are some recommendations to prevent the transfer of medical prescriptions:

- keep medical prescriptions in a secure place, where they cannot be accessed by other persons;
- do not give medical prescriptions to other persons, even if you are close to them;
- destroy expired prescriptions or those that are no longer needed.

These recommendations will help you protect your health and contribute to maintaining the integrity of the healthcare system.