

 <p>Laboratorios Clarben S.A.</p>	<b>GENERAL CONDITIONS OF SALE DISTRIBUTORS</b>	CODE: <b>FP-CM01/04.01.IN</b>
		PAGE: <b>1 of 7</b>

## 1. OBLIGATIONS OF THE USER

- When registering, new clients will receive an electronic mail from Laboratorios Clarben, S.A. with the FP-CM01/04 GENERAL CONDITIONS OF SALE, which you should review. In the event of doubt, please contact us and we will be pleased to assist you.
- The website [www.clarben.com](http://www.clarben.com) contains the general conditions of sale, which can be referred to when required.
- The client will be solely liable, and Laboratorios Clarben, S.A. will be exempt from any loss or damages arising from the improper use, storage, conservation or handling of the Products; in particular in the event of failure to comply with the indications, warnings or instructions provided by Laboratorios Clarben, S.A. in this regard.
- Laboratorios Clarben, S.A. recommends that clients verify and validate all information related to the Product before any use or action pursuant to such information. All product information is subject to change with no prior notice. Moreover, Laboratorios Clarben, S.A. will not be held liable for any for typographical or other errors, or for any omissions in the product information.

## 2. PRICES

The prices invoiced by Laboratorios Clarben, S.A. will be billed in accordance with the rate in force.


## 3. HOW TO SUBMIT ORDERS

Please send your orders to our e-mail address: [export@clarben.com](mailto:export@clarben.com)

- Hours:
  - Mondays to Thursdays 9 a.m. – 6:15 p.m. | Fridays, July and August: 8 a.m. – 3. p.m.  
(All our business hours are uninterrupted).
- The client submits an order for the products they wish to purchase. Laboratorios Clarben, S.A. will then send the purchase order within 24 hours and await the client's confirmation.
- Once the purchase order has been confirmed by the client, the delivery deadline for the order will depend on the country of destination and customs procedures.

### NOTE:

1. *Laboratorios Clarben, S.A., in the case of special offers for gift items that are not usually marketed, reserves the right to replace them with other equivalent items in the event of a stock break. Furthermore, it reserves the right to replace such an item with another item of equivalent value in the event of manufacturing defects or malfunction.*
2. *Laboratorios Clarben S.A. reserves the right to add or remove products listed in the product catalogue and will not be held liable for any misprints or errors in our catalogue, reserving the right to rectify such errors.*

 <b>Laboratorios Clarben S.A.</b>	<b>GENERAL CONDITIONS OF SALE DISTRIBUTORS</b>	CODE: <b>FP-CM01/04.01.IN</b>
		PAGE: <b>2 of 7</b>

3. *Laboratorios Clarben, S.A. will not be held liable for any printing errors in our catalogue, flyers or any offer or communication addressed to dentists/stomatologists, and reserves the right to rectify such errors.*

#### 4. CANCELLATION OF ORDERS

- Clients may cancel an order within 24 hours of the date on which the order is received.

#### 5. APPROVAL OF CLIENTS

The laws on products for human use (Medications, Healthcare Products and Cosmetics) require the clients of Laboratorios Clarben S.A. to have been approved in order to submit orders, and as such we will require the following documents:

- Health Authorisation for the Distribution of Medications issued by the respective country.
- Notice for the distribution of Healthcare Products.
- The signed Drug Distribution and Pharmacovigilance Agreement (Laboratorios Clarben will send this to you).
- The signed Cosmetovigilance agreement (Clarben Laboratories will send this to you).
- The signed Healthcare Product Market Surveillance Agreement (Laboratorios Clarben will send this to you).

#### 6. TRANSPORT

Laboratorios Clarben, S.A. will notify the client by e-mail of the number of packages and/or size/weight of the pallet. As applicable, the client will manage collection with the carrier of their choice. The merchandise will travel at the client's risk and expense, and under no circumstances whatsoever will Laboratorios Clarben, S.A. be held liable for any loss and damages suffered during transportation.

Moreover, the client will be required to comply with the regulations in force in relation to the correct distribution of medicines (GDP) and storage of products, once the product has left the warehouse.

#### 7. ADDRESS FOR THE COLLECTION OF MERCHANDISE


##### **LABORATORIOS CLARBEN S.A.**

Polígono Industrial Codein  
C/ Eduardo Marconi, 2  
28946, Fuenlabrada, Madrid

**Times: Mondays to Thursdays 3 p.m. – 5:45 p.m. | Fridays, July and August 12 p.m. to 3 p.m.**

##### **NOTE:**

1. *Once your merchandise has been collected, you will have ten (10) calendar days, with the exception of medications, for which this period is five (5) calendar days, in which to submit a claim*

	<b>GENERAL CONDITIONS OF SALE DISTRIBUTORS</b>	CODE: <b>FP-CM01/04.01.IN</b>
		PAGE: <b>3 of 7</b>

*for missing products, products ordered but not dispatched, products dispatched by another entity, the invoiced batch does not match the batch dispatched or visible defects in quality, etc.*

## 8. RULES FOR THE CORRECT TRANSPORTATION AND STORAGE OF PRODUCTS

Environmental conditions need to be complied with in order to guarantee the quality, safety and efficacy of our products:

### 8.1. MEDICATIONS

- **INJECTABLE**
  - Do not require any special storage conditions
  - Should not be cooled.
- **TOPICAL**
  - The distribution and storage temperature should be lower than 30 °C.

### 8.2. COSMETIC PRODUCTS

- Do not require any special storage conditions with the exception of **Clarben Bleach Material Whitener (Snow Smile Professional)** and **Snow Smile**, which need to be stored at a temperature between 4 °C - 12 °C.

### 8.3. HEALTHCARE PRODUCTS

- Do not require any special storage conditions.

## 9. INCIDENTS AND COMPLAINTS

- In the event of an incident in relation to an order, the client should contact us through the incidents section on our website (<https://www.clarben.com/incidencias/>). You will need to complete all the mandatory fields of this form to enable us to manage and deal with the issue in an effective manner.
- Once your order has been dispatched from our facility, you will have a period of **ten (10) calendar days, with the exception of medications, for which this period is five (5) calendar days**, in which to submit a claim for missing products, products ordered but not dispatched, products dispatched by another entity, the invoiced batch does not match the batch dispatched or visible defects in quality, etc.
- Only incidents involving products sold directly by Laboratorios Clarben, S.A. will be processed. In the event of an incident where the product was not purchased directly from Laboratorios Clarben, S.A., please contact your distributor and they will deal with the issue.
- The Quality Assurance Department will process your incident and assign you a reference number you will need to use to identify the returned package.
- Laboratorios Clarben, S.A. will bear the cost of collecting and replacing products whose incidents and complaints are attributable to Laboratorios Clarben, S.A.

 <p>Laboratorios Clarben S.A.</p>	<b>GENERAL CONDITIONS OF SALE DISTRIBUTORS</b>	CODE: <b>FP-CM01/04.01.IN</b>
		PAGE: <b>4 of 7</b>

- In the event Laboratorios Clarben, S.A. processes the collection of a product involved in an incident from a client and the product is delivered incomplete or is not delivered, the cost of this transportation will be billed to the client.
- The incident / claim will be considered closed if no response is obtained from the client within one (1) month after periodically monitoring it.

## 10. RETURNED PRODUCTS POLICY

- Returned goods will not be received at our offices. If this should happen, the client will be charged for transporting the product from our offices to our warehouse.
- Returned goods will not be accepted without our consent, or in other words when we have not been notified in advance and the corresponding incident number provided by Laboratorios Clarben, S.A. has not been placed on the outside of the box.
- Laboratorios Clarben, S.A. is not liable for returned products that have not been authorised in advance as specified in the previous paragraph.
- For returned products to be processed, they must be in their original packaging and complete.
- If, however, you return a product that fails to meet the aforementioned acceptance requirements, you will be charged for the cost of transportation and the returned product will not be processed.
- The address to which returned products are to be delivered is:

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Polígono Industrial Codein  
 C/ Eduardo Marconi, 2  
 28946, Fuenlabrada, Madrid

**Times: Mondays to Thursdays 9 a.m. – 6:15 p.m. | Fridays, July and August 8 a.m. to 3 p.m.**

### 10.1. Healthcare Products | Cosmetics | Free Sale Products

Laboratorios Clarben, S.A. will only accept returned products in the event the product in question fails to comply with specifications, is damaged or broken or in the event of any other incident attributable to Laboratorios Clarben, S.A. In this case, Laboratorios Clarben, S.A. will bear the cost of transportation.

### 10.2. Medications

- Returned medications will be governed in accordance with the criteria defined in Royal Decree 726/1982 ruling on the expiration and return of such products to the laboratory.
- Pursuant to the entry into force on 09 February 2019 of Delegated Regulation (EU) 2016/161 on the implementation of security devices in the medications supply chain, returned products will **NOT** be accepted for errors not attributable to Laboratorios

 <b>Laboratorios Clarben S.A.</b>	<b>GENERAL CONDITIONS OF SALE DISTRIBUTORS</b>	CODE: <b>FP-CM01/04.01.IN</b>
		PAGE: <b>5 of 7</b>

Clarben, S.A. once five (5) calendar days have elapsed from the date on which the product was dispatched from our warehouses

## 11. WASTE MANAGEMENT


- The client is required to guarantee the responsible management of all waste originating from the products acquired from Laboratorios Clarben, S.A.
- In the event the client lacks the necessary means, you should send an e-mail to [tecnico@clarben.com](mailto:tecnico@clarben.com), whereby the Quality Assurance Department will contact you on how to proceed. The cost of transportation will always be borne by the client.

## 12. RIGHT TO WITHDRAW

- Laboratorios Clarben, S.A. sells products that are legal exceptions to the right to withdraw set forth in article 103 of Royal Legislative Decree 1/2007 of 16 November, which approves the consolidated text of the Law on the Defence of Consumers and Users and other complementary laws, specified below:
  - Goods that can deteriorate or expire quickly.
  - Presealed goods that are not unsuitable for return due to health or hygiene safety reasons and which have been unsealed after delivery.
- Thus, returned goods will not be accepted without an incident and/or claim attributable to Laboratorios Clarben, S.A.

## 13. LEGAL GUARANTEE

- In order to exercise the guarantee the client must notify the Quality Assurance Department in advance through the incidents section on the website (<https://www.clarben.com/incidencias/>), whereby our warehouses will not accept any merchandise that has not been authorised by the aforementioned department for replacement, return or repair.
- The guarantee is addressed only to the holder that appears on the invoice and only the holder can demand it.
- The guarantee for the products sold by Laboratorios Clarben, S.A. is provided and established pursuant to the regulations set forth in the legislation in force, in particular the aforementioned Royal Decree 1/2007, article 114 and following, which states: "The seller is required to deliver to the consumer and user products that are in accordance with the agreement, and will be liable for any lack of conformity in existence at the time the product is delivered".
- Laboratorios Clarben, S.A. will not replace any product or consider any compensation during the repair or review period.

 <b>Laboratorios Clarben S.A.</b>	<b>GENERAL CONDITIONS OF SALE DISTRIBUTORS</b>	CODE: <b>FP-CM01/04.01.IN</b>
		PAGE: <b>6 of 7</b>

- Our products: ECOVAC and Lamps come with a two (2)-year warranty as of the date of purchase.
- Laboratorios Clarben, S.A. reserves the right to request an official technical service from the brand to verify the origin of the problem. In the event of a defect caused by misuse, the respective repairs will be billed to the client.
- The guarantee will be rendered null and void:
  - In the event of power surges or connection to an inappropriate voltage.
  - Misuse arising from failure to follow the instructions in the product manual.
  - In the event of any modification to the product or the respective documentation or invoice.
  - If the user/buyer conducts any repairs on the product unilaterally.
  - If you are not in possession of the corresponding invoice.

#### 14. SALE AND PAYMENT CLAUSE

- The first purchase you make will be for the minimum amount of € 2,000 and will be paid by advance transfer to our accounts:

BANK	SWIFT	ACCOUNT NUMBER
<b>BANKINTER</b>	<b>BKBKESMMXXX</b>	<b>ES62 0128 0066 29 0100031466</b>
<b>CAIXA</b>	<b>CAIXESBBXXX</b>	<b>ES17 2100 3818 40 0200078267</b>

- You will be registered on our database and our insurance company will be asked to conduct a risk assessment. If this risk is authorised, the form of payment for future purchases will be through:
  - Bank payment order expiring thirty (30) days from the date of the invoice. You should provide us with the 20 digits of your current checking, the IBAN and SWIFT codes and you need to sign the SEPA authorisation for the direct debit of payment orders.
  - Credit card. Visa or Mastercard.
- The Client report any discrepancy related to invoices to [contabilidad@clarben.com](mailto:contabilidad@clarben.com) | [facturas@clarben.com](mailto:facturas@clarben.com)
- The expenses arising from the returned payment orders will be borne by the client.
- Failure by the client to comply with payment obligations may result in subsequent orders being blocked and a review of the payment conditions.
- In the event of the non-payment of an invoice, Laboratorios Clarben, S.A. reserves the right to claim default interest and collection costs, as stipulated in Law 3/2004 and the subsequent amendments thereto, which establishes measures for combating default in business operations.

 Laboratorios Clarben S.A.	<b>GENERAL CONDITIONS OF SALE DISTRIBUTORS</b>	CODE: <b>FP-CM01/04.01.IN</b>
		PAGE: <b>7 of 7</b>

## 15. APPLICABLE LEGISLATION AND JURISDICTION

These General Conditions will be interpreted and governed in accordance with Spanish law. Any dispute will be settled by the competent courts.

## 16. OTHERS

- The receipt of any order by e-mail automatically implies the acceptance of the aforementioned conditions.
- Prices will only change in special circumstances (a substantial increase in raw materials or the manufactured product).