

Sales Terms and Conditions

The Customer's attention is particularly drawn to clauses 2.6, 12 and 13.

1. Definitions

1.1. In these terms and conditions: (a) "**Agreement**" means each agreement between the Supplier and the Customer for the supply of Goods or Services or Goods and Services on these terms and conditions; (b) "**Applicable Laws**" means all laws, regulations, official standards, codes of practice and guidelines or other applicable matters of a similar nature, which apply from time to time to the circumstances in question; (c) "**Business Day**" means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business; (d) "**Customer**" means the purchasing organisation that is identified on the face of the Order; (e) "**Force Majeure Event**" means an event, circumstance or cause beyond a party's reasonable control including, without limitation, acts of war or other action of military forces, terrorism, riot, civil commotion, sabotage, vandalism, accident, fire, flood, acts of God, strike, lock-out or other industrial disputes (whether or not involving employees of the relevant party) or legislative or administrative interference PROVIDED THAT no circumstance or cause shall be considered to be beyond the reasonable control of a Party if it arises as a result of that Party's failure to take reasonable care; (f) "**Goods**" means the goods to be supplied by the Supplier to the Customer under an Agreement, as specified on the face of the Order; (g) "**Intellectual Property Rights**" means any and all rights in and/or to: (i) patents; (ii) inventions, discoveries, utility models and improvements whether or not capable of protection by patent or registration; (iii) copyright and related rights; (iv) moral rights; (v) design rights; (vi) trade marks and service marks; (vii) business or trade names, domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition; (viii) database rights; (ix) confidential information, know-how, trade secrets; and (x) other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; (h) "**Order**" means the Customer's offer to purchase the Goods and/or Services on the terms of the Supplier's quotation; (i) "**Price**" means the price specified on the Supplier's website (or as otherwise notified by the Supplier) at the time the Customer submits an Order; (j) Services means the services to be supplied by the Supplier to the Customer under an Agreement, as specified on the face of the Order; and (k) "**Supplier**" means Skintastic Aesthetic Supplies Ltd (company number 11028743).

2. Offer and Acceptance

2.1. These terms and conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate (including in any customer purchase order or similar that the Customer may submit to the Supplier), or which are implied by law, trade custom, practice or course of dealing. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with the Agreement.

2.2. The Order constitutes an offer by the Customer to purchase the Goods or Services or Goods and Services in accordance with these terms and conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

2.3. Any quotations for the Goods or Services or Goods and Services given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 30 Business Days from its date of issue.

2.4. After the Customer places an Order, the Supplier will provide an email acknowledging that it has received the Order. Please note that this does not mean that the Order has been accepted. Acceptance of the Order will take place as described in clause 2.5 below.

2.5. An Agreement is formed by the Supplier's acceptance of a valid Order. Acceptance may either be expressly notified by the Supplier to the Customer in writing (including by email) or may be implied by the Supplier fulfilling the Order in whole or in part.

2.6. For the avoidance of doubt, due to the bespoke nature of the Goods which are customised to each Customer, the Customer shall have no right of cancellation of the Agreement once the Order has been accepted by the Supplier.

2.7. If the Supplier is unable to supply the Customer with the Goods or Services for any reason, it will inform the Customer of this by email and it will not process the part of the Order that it is unable to supply. If the Customer has already paid for the Goods or Services which the Supplier is unable to supply, the Supplier will refund the amount paid as soon as possible.

2.8. All of these terms and conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. Delivery of Goods

3.1. The Goods shall be delivered to the location set out in the Order or such other location as the parties may agree (the "**Delivery Location**") at any time after the Supplier notifies the Customer that the Goods are ready for delivery.

3.2. The Supplier does not deliver to addresses outside the UK. An order for Goods may be placed outside of the UK, but such an order must be for delivery to an address in the UK.

3.3. The Supplier will contact the Customer with an estimated delivery date upon acceptance of the Order. Time of delivery is not of the essence.

3.4. The Supplier shall pack, label and ship the Goods in such a manner as to prevent damage during transport and shall ensure that each delivery is accompanied by a delivery note. All packaging costs shall be included in the Price and if the Supplier requires the Customer to return any packaging material, that fact will be clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as

the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

3.5. Delivery will be deemed complete upon unloading of the Goods at the Delivery Location.

3.6. If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the Price of the Goods. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event (see clause 15 (Force Majeure) for the Supplier's responsibilities when this happens) or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

3.7. The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate agreement. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

3.8. The Supplier is not responsible for any installation of the Goods at or on the Customer's premises unless agreed otherwise by the Parties.

3.9. Risk in the Goods shall pass to the Customer on completion of the delivery.

3.10. Legal title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods in respect of which payment has become due, in which case legal title to the Goods shall pass at the time of payment, free from all liens or encumbrances.

3.11. Until title to the Goods has passed to the Customer, the Customer shall: (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property; (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (d) notify the Supplier immediately if it becomes subject to any of the events listed in Clause 13.1.3; and (e) give the Supplier such information as the Supplier may reasonably require from time to time relating to: (i) the Goods; and (ii) the ongoing financial position of the Customer.

3.12. At any time before title to the Goods passes to the Customer, the Supplier may require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

4. Supply of Services

4.1. The Supplier shall use reasonable endeavours to meet any performance dates for the Services agreed between the parties, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

4.2. The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

5. Specifications and Descriptions

5.1. Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's brochures or on the Supplier's website are produced for the sole purpose of giving an approximate idea of the Goods or Services referred to in them. They shall not form part of the Agreement nor have any contractual force.

5.2. The packaging of the Goods may vary from that shown in images on the Supplier's website.

5.3. The Supplier reserves the right to amend the specification of the Goods or Services if required by any applicable statutory or regulatory requirement.

6. Customer's Obligations

6.1. The Customer agrees to:

6.1.1. only use the Goods in accordance with any product manuals and/or instructions for use supplied with the Goods;

6.1.2. co-operate with the Supplier in all matters relating to the Services;

6.1.3. provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;

6.1.4. provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

6.1.5. comply with any and all accreditation, licensing and certification requirements imposed by applicable laws in order to use the Goods in the UK. The Customer shall provide copies of relevant and current licences and certificates to the Supplier upon request;

6.1.6. ensure that any and all of the Customer's personnel, students and end users who use the Goods are qualified and trained to use the Goods (or are supervised by individuals who are fully trained to use the Goods) at all times;

6.1.7. only use accessories, attachments, components or additional equipment or products which are recommended as being suitable by the Supplier and/or which are specifically approved as being compatible by the relevant user manuals for the Goods;

6.1.8. ensure that it provides suitable environmental conditions for the Goods, as defined in the relevant product manual or otherwise as advised by the Supplier and keep in good condition the place

- where the Goods are situated, including the electrical cables and fittings to the Goods; and
- 6.1.9. not make any modifications to the Goods (save for discrete additions or changes generally recognised in the industry as being compatible with the Goods) without the Supplier's prior consent.
- 6.2. Failure to comply with any of these obligations may void the Warranty given at clause 8.
- 6.3. If the Supplier's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 6.3.1. without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- 6.3.2. the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 6.3; and
- 6.3.3. the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 7. Price and Payment**
- 7.1. The price payable by the Customer to the Supplier under the Agreement shall be the price set out in the Order or as otherwise notified to the Supplier at the time the Order is placed (**Contract Price**).
- 7.2. The Price:
- 7.2.1. excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice;
- 7.2.2. includes costs of packaging, insurance and transport to and, where agreed between the parties, installations of the Goods at the Delivery Location.
- 7.3. The Supplier may, by giving notice to the Customer at any time up to five (5) Business Days before delivery, increase the Contract Price to reflect any increase in the cost of the Goods or Services that is due to:
- 7.3.1. any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 7.3.2. any request by the Customer to change the delivery date(s), quantities or types of Goods or Services ordered; or
- 7.3.3. any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 7.4. The Supplier shall invoice the Customer under the Agreement as follows:
- 7.4.1. fifty percent (50%) of the total Contract Price on or at any time after acceptance of the Order but before delivery; and
- 7.4.2. fifty percent (50%) of the total Contract Price on or after the final day of any in person or online practical training after completion of the delivery of the Goods at the Delivery Location. If no in-person or online practical training is provided, the Supplier shall invoice the Customer at any time after completion of the delivery of the Goods at the Delivery Location.
- 7.5. The Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any other associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 7.6. The Customer shall pay each invoice submitted by the Supplier within thirty (30) days of the date of the invoice and in full and in cleared funds to the bank account nominated in writing by the Supplier on the invoice (or as otherwise notified by the Supplier to the Customer). Time for payment shall be of the essence.
- 7.7. If the Customer fails to make a payment due to the Supplier under the Agreement by the due date, then, without limiting the Supplier's remedies under clause 13, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 7.8. All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8. Maintenance**
- 8.1. The Customer may elect to enter into an optional maintenance service agreement for the Goods with the Supplier at an additional cost.
- 8.2. For the avoidance of doubt, the Supplier shall not be obliged to maintain or service the Goods after delivery where the Customer elects not to enter into a maintenance service agreement with the Supplier.
- 9. Warranty for the Goods (Standard and Extended)**
- 9.1. The Supplier provides the original Customer with a twelve (12) month warranty against defects in materials and workmanship of the Goods supplied under the Agreement (the "**Warranty**"). The applicable terms and conditions of the Warranty, including how to make a warranty claim and what exclusions apply to the Warranty, can be reviewed at <https://skintasticaesthetics.com/laser-machine-servicing-and-warranty-agreements/>. A copy is also supplied upon delivery of the Goods.
- 9.2. The Supplier also offers the Warranty on an extended three (3) or five (5) year basis at an additional cost to Customer. If an extended warranty is purchased by the Customer, the terms of the Warranty shall apply to any such extended warranty period.
- 9.3. The Supplier does not give any additional representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these terms and conditions by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, the Supplier will not be responsible for ensuring that the Goods are fit for the Customer's purposes.
- 9.4. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.
- 10. Intellectual Property**
- 10.1. Except as expressly set out in the Agreement, neither party shall acquire any right, title or interest in or to the Intellectual Property Rights of the other party or its licensors.
- 10.2. The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence to copy the training materials provided by the Supplier for the purpose of receiving and using the Services.
- 10.3. The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 10.2.
- 11. Confidentiality**
- 11.1. Each party (the "**Receiving Party**") undertakes that it shall not at any time, without the prior written consent of the other party (the "**Disclosing Party**"), disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2.
- 11.2. The Receiving Party may disclose the Disclosing Party's confidential information:
- 11.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Disclosing Party's rights or carrying out its obligations under the Agreement. The Disclosing Party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the Receiving Party's confidential information comply with this clause 10.2.1; and
- 11.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3. The Receiving Party shall not use the Disclosing Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.
- 12. Supplier's Liability**
- 12.1. References to liability in this clause 11 includes every kind of liability arising under or in connection with the Agreement including but not limited to liability in contract, tort (including negligence) misrepresentation, restitution or otherwise.
- 12.2. Nothing in these terms and conditions limits or excludes any liability which cannot legally be limited, including liability for:
- 12.2.1. death or personal injury caused by negligence;
- 12.2.2. fraud or fraudulent misrepresentation;
- 12.2.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- 12.2.4. defective products under the Consumer Protection Act 1987.
- 12.3. Subject to clause 12.2, the Supplier will under no circumstances be liable to the Customer for:
- 12.3.1. any loss of profits, anticipated profits, sales, business or revenue;
- 12.3.2. loss or corruption of data, information or software;
- 12.3.3. loss of business opportunity, agreements or contracts;
- 12.3.4. damage or loss of equipment;
- 12.3.5. loss of anticipated savings;
- 12.3.6. loss of goodwill or reputation; and
- 12.3.7. any indirect or consequential loss.
- 12.4. Subject to clauses 12.2 and 12.3, the Supplier's total liability to the Customer for all losses arising under or in connection with the Agreement will in no circumstances exceed the total Price paid for the Goods.
- 12.5. This clause 12 shall survive termination of the Agreement.
- 13. Customer's Indemnity**
- 13.1. The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses caused by any negligent act or omission or wilful misconduct of the Customer, its employees, agents or sub-contractors or by any breach of its contractual obligations arising out of the Agreement.
- 14. Termination**
- 14.1. Without limiting any of its other rights, the Supplier may suspend delivery of the Goods or Services or Goods and Services to the Customer, or terminate the Agreement with immediate effect by giving written notice to the Customer if:
- 14.1.1. the Customer commits a material breach of any term or condition of the Agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of the Customer being notified in writing to do so;
- 14.1.2. the Customer fails to pay the Supplier any amount due under the Agreement on the due date for payment; or
- 14.1.3. any step, application, order, proceeding or appointment is taken or made by or in respect of the Customer for a distress, execution, composition or arrangement with creditors, winding up, dissolution, administration, receivership (administrative or otherwise) or bankruptcy, or if the Customer is unable to pay its debts or if any event occurs which, under the applicable law of any jurisdiction to which it is subject, has an effect similar to that of any of the events referred to in this clause 14.1.3; or
- 14.1.4. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry out all or a substantial part of its business; or
- 14.1.5. the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy.

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- 14.2. Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Agreement or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 14.1.3 to clause 14.1.5, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Agreement on the due date for payment.
- 14.3. Termination of the Agreement, however caused, shall be without prejudice to any rights or liabilities of either party accrued at the date of termination.
- 14.4. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.
- 15. Force Majeure**
- 15.1. The Supplier will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under the Agreement that is caused by a Force Majeure Event. In such cases, the Supplier shall inform the Customer in writing as soon as practicable.
- 15.2. The Supplier's obligations under the Agreement will be suspended and the time of performance of its obligations will be extended for the duration of the Force Majeure Event. The Supplier shall not be liable to the Customer for any costs, expenses, loss or damage the Customer may incur as a result of such non-performance, delay or suspension by the Supplier under this clause 15.
- 16. General**
- 16.1. The Supplier may assign or transfer its rights and obligations under the Agreement to another entity but will always notify the Customer in writing by email or by posting on its website (www.skintasticaesthetics.com) if this happens. The Customer may only assign or transfer its rights or obligations under the Agreement to another person if the Supplier agrees in writing.
- 16.2. The Agreement (and the terms and conditions of the warranty) constitutes the entire agreement between the Parties relating to the subject matter of the Agreement.
- 16.3. If any provision of the Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.
- 16.4. Any variation of the Agreement only has effect if it is in writing and signed by both parties (or each party's respective authorised representatives).
- 16.5. Each party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy (other than for breach of contract) in respect of, any statement, representation, assurance or warranty made or given, or purportedly made or given, by or on behalf of the other party (whether made negligently or innocently) other than as expressly set out in these terms and conditions.
- 16.6. No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy and nor shall it preclude or restrict its further exercise. In addition, no single or partial exercise of any such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 16.7. The Supplier processes any personal data in relation to this Agreement in accordance with its privacy policy (<https://skintasticaesthetics.com/gdpr-policy/>).
- 16.8. No provision of the Agreement shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.
- 16.9. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.
- 16.10. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).