

SKINTASTIC AESTHETIC SUPPLIES LTD

Medical Lasers · Ofqual Regulated Training · Clinical Treatments

DATED

SKINTASTIC AESTHETIC SUPPLIES LTD

- AND -

[CUSTOMER NAME]

EQUIPMENT MAINTENANCE AGREEMENT

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Original form drafted by
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How to use this template

This is the standard form of Equipment Maintenance Agreement offered by Skintastic Aesthetic Supplies Ltd. It is published so that customers, their insurers and their Laser Protection Advisers can read the terms before purchase. It contains no customer details.

The maintenance agreement is optional and separate from the machine warranty. It does not replace the warranty and it does not reduce any right the customer has under the sale contract or under the general law. The Skintastic machine warranty is published separately.

Before issue, complete the square-bracketed fields on the front page, in clause 13.1 and throughout Schedule 1, then have both parties sign. Any later change must be in writing and signed by both parties (clause 14.4).

EQUIPMENT MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT is made on

BETWEEN:

- (1) SKINTASTIC AESTHETIC SUPPLIES LTD, incorporated and registered in England and Wales with company number 11028743, whose registered office is at 26 The Avenue, Padwell Road, Southampton, Hampshire, United Kingdom, SO17 1XL (the "Supplier"); and
- (2) [CUSTOMER NAME], incorporated and registered in England and Wales with company number [COMPANY NUMBER], whose registered office is at [REGISTERED OFFICE ADDRESS] (the "Customer"), each a "party" and collectively the "parties".

BACKGROUND

The Supplier has supplied the Maintained Equipment (as defined below) to the Customer and has agreed to provide support and maintenance for the Maintained Equipment on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Maintenance Agreement:

Additional Services: any Excluded Maintenance performed by the Supplier under this Maintenance Agreement.

Additional Services Fees: the fees payable in consideration of the provision of any Additional Services, which shall be calculated at the Additional Services Rates.

Additional Services Rates: the rates set out in Part 5 of Schedule 1, as those rates are amended from time to time in accordance with the terms of this Maintenance Agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Charges: the Maintenance Fees and the Additional Services Fees together.

Commencement Date: the date specified in Part 1 of Schedule 1.

Confidential Information: all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or subcontractors ("Representatives") to the other party and that party's Representatives in connection with this Maintenance Agreement, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.

Corrective Maintenance: in accordance with clause 2.5: (a) making any adjustments to the Maintained Equipment; and (b) replacing any parts or components of the Maintained Equipment, in each case, which are required to restore the Maintained Equipment to Good Working Order.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data.

Excluded Causes: (a) a defect in the manufacturer's design of the Maintained Equipment; (b) faulty materials or workmanship in the manufacture of the Maintained Equipment; (c) use of the Maintained Equipment with computer equipment or materials not supplied or approved in writing by the Supplier; (d) any maintenance, alteration, modification or adjustment performed by persons other than the Supplier or its employees or agents; (e) the Customer or a third party moving the Maintained Equipment without the prior approval of the Supplier; (f) the use of the Maintained Equipment in breach of any of the provisions

of the agreement under which the Maintained Equipment was supplied; (g) a failure, interruption or surge in the electrical power or its related infrastructure connected to the Maintained Equipment; (h) a failure or malfunction in the environmental controls required for the normal operation of the Maintained Equipment, or an error or omission in the correct use of environmental controls by the Customer; (i) accidental or wilful damage, self-sabotage, negligence or misuse of the Maintained Equipment; (j) abnormal storage or working conditions, fire, liquid ingress, earthquake or other external cause, theft, vermin or insect infestation of the Maintained Equipment; (k) accidental damage to the system, fibres, cables, hand-pieces and applicators; (l) use of Unsupported Software.

Excluded Maintenance: any maintenance services required to restore any malfunctioning or failed Maintained Equipment or Supported Software to Good Working Order where the malfunction or failure results from or is caused by any of the Excluded Causes.

Force Majeure Event: 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 care.

Good Working Order: the Maintained Equipment operates in accordance with the Operating Manuals.

Initial Period: a period of [5] years commencing on the Commencement Date.

Location: the location of the Maintained Equipment at the Customer's premises as specified in Part 3 of Schedule 1, or any other location as may be agreed by the parties in writing from time to time.

Maintained Equipment: the equipment specified in Part 2 of Schedule 1.

Maintenance Agreement: this agreement and the schedules attached to it.

Maintenance Services: Regular Servicing and Corrective Maintenance of the Maintained Equipment together with the Software Maintenance Services.

Operating Manuals: all operating manuals and specifications relating to the Maintained Equipment which are provided to the Customer by the Supplier.

Personal Data: any personal data shared by either party with the other party, including, but not limited to: (a) customer and employee first and last names; (b) customer and employee telephone numbers; and (c) customer and employee email addresses.

Regular Servicing: (a) testing that the Maintained Equipment is functional; and (b) making any adjustments as may be required to ensure the Maintained Equipment remains in Good Working Order, in accordance with clause 2.4.

Renewal Period: each successive [5] year period after the Initial Period for which this Maintenance Agreement is renewed.

Software: any software which is made available by Supplier to Customer, including the firmware installed on the Maintained Equipment, and any updates to such software provided from time to time.

Software Maintenance Services: the software maintenance services to be provided by the Supplier in respect of the Supported Software as set out in Part 6 of Schedule 1.

Standard Maintenance Fees: the fees set out in Part 4 of Schedule 1, as these fees are varied from time to time in accordance with the terms of this Maintenance Agreement.

Supported Software: Software that is both specified in Part 6 of Schedule 1 as Supported Software and currently supported by the Supplier as detailed in Part 6 of Schedule 1.

Term: the Initial Period together with all Renewal Periods.

Unsupported Software: Software that is not Supported Software.

Virus: any program which contains malicious code or infiltrates or damages a computer system without the owner's informed consent or is designed to do so or which is hostile, intrusive or annoying to the owner or user and has no legitimate purpose.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Maintenance Agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether having separate legal personality).
- 1.4 The schedules form part of this Maintenance Agreement and shall have effect as if set out in full in the body of this Maintenance Agreement. If there is an inconsistency between any of the provisions in the main body of this Maintenance Agreement and the schedules, the provisions in the main body of this Maintenance Agreement shall prevail.
- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 Any words following the terms including, include, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. MAINTENANCE SERVICES

- 2.1 For the avoidance of doubt, this optional Maintenance Agreement is in addition to, and does not operate to exclude or restrict, any rights that the Customer may have under the warranties set out in the agreement under which the Maintained Equipment was sold and supplied to the Customer or under applicable laws.
- 2.2 During the Term, the Supplier shall provide the Customer with the Maintenance Services.
- 2.3 The Supplier may sub-contract some or all of the Maintenance Services to its third-party service providers. The Supplier shall remain responsible to the Customer for the acts and omissions of its third-party service providers.
- 2.4 The Supplier shall attend the Location once during the Initial Period and once for every Renewal Period thereafter to perform Regular Servicing of the Maintained Equipment. The Supplier shall perform Regular Servicing during Business Hours.
- 2.5 On the Customer informing the Supplier that the Maintained Equipment is malfunctioning or has failed or is otherwise not in Good Working Order, the Supplier shall:
 - (a) use reasonable endeavours to perform Corrective Maintenance of the Maintained Equipment; and
 - (b) where, in the Supplier's opinion, it cannot reasonably perform Corrective Maintenance remotely, use reasonable endeavours to attend at the Location during Business Hours to perform Corrective Maintenance of the Maintained Equipment.
- 2.6 In performing any Maintenance Services, the Supplier shall use reasonable endeavours to restore any malfunctioning or failed Maintained Equipment to Good Working Order either remotely or while in attendance at the Location. Where this is not reasonably practicable, or not reasonably practicable within Business Hours, the Supplier shall either arrange for a further visit to the Location within Business Hours to complete the repair or remove the Maintained Equipment or part of the Maintained Equipment for repair off-site.
- 2.7 The Supplier shall procure that its personnel shall, while on site at the Location, comply with the Customer's reasonable health and safety and security policies provided that these policies have been brought to the attention of its personnel in writing in advance.
- 2.8 The Supplier shall not be required to perform any maintenance or support in relation to either:

- (a) Unsupported Software; or
- (b) Supported Software where the Customer is in breach of this Maintenance Agreement or the relevant licence terms.

3. REPLACEMENTS AND SPARE PARTS

- 3.1 In performing Regular Servicing, Corrective Maintenance and the Additional Services, the Supplier shall use reasonable endeavours to source spare parts required to restore the Maintained Equipment to Good Working Order. Where the Supplier can reasonably source individual spare parts for less than £500 excluding VAT, the Supplier shall not charge the Customer for the spare parts. Where the Supplier is unable to source individual spare parts for less than this amount, the Supplier shall have the right to charge the Customer for the spare parts.
- 3.2 All spare parts and/or replacements provided by the Supplier to the Customer shall become part of the Maintained Equipment and the property of the Customer. All parts and components removed from the Maintained Equipment by the Supplier while performing Regular Servicing, Corrective Maintenance and/or the Additional Services shall no longer constitute part of the Maintained Equipment and will be the property of the Supplier.

4. CUSTOMER'S OBLIGATIONS

The Customer shall:

- (a) ensure that the Maintained Equipment is installed and kept at the Location, under suitable conditions, as specified in the agreement under which the Maintained Equipment was sold and supplied, and permit only trained and competent personnel to use it and follow any operating instructions as the Supplier may give from time to time;
- (b) notify the Supplier promptly if the Maintained Equipment is discovered to be operating incorrectly;
- (c) at all reasonable times permit full and free access to the Location and to the Maintained Equipment to the Supplier, its employees, contractors and agents, and provide them with adequate and safe working space, and any telecommunications facilities as are reasonably required to enable the Supplier to perform the Maintenance Services and the Additional Services while at the Location;
- (d) provide the Supplier with any information that is reasonably requested in the performance of the Maintenance Services and the Additional Services;
- (e) take any steps reasonably necessary to ensure the safety of the Supplier's personnel when attending the Location;
- (f) not allow any person other than the Supplier to maintain, alter, modify or adjust the Maintained Equipment without the prior written approval of the Supplier;
- (g) not move the Maintained Equipment from the Location unless moved by a qualified laser engineer;
- (h) only use supplies or materials supplied or approved by the Supplier (such approval not to be unreasonably withheld or delayed); and
- (i) only use the Software in accordance with the applicable licence terms and conditions.

5. EXCLUDED MAINTENANCE

- 5.1 The Supplier is not obliged to perform any Excluded Maintenance.
- 5.2 Where the Supplier is performing or has performed the Maintenance Services in circumstances where it is established that the Maintained Equipment was not in Good Working Order due to any of the Excluded Causes, the Supplier may charge, and the Customer shall pay, the Additional Services Fees in respect of that work.

6. CHARGES

- 6.1 For the performance of Regular Servicing, Corrective Maintenance and Software Maintenance Services, the Customer shall pay to the Supplier the Standard Maintenance Fees.
- 6.2 For the performance of any Additional Services, the Customer shall pay to the Supplier the Additional Services Fees.
- 6.3 The Standard Maintenance Fees and the Additional Services Fees shall be inclusive of all expenses, other than those recoverable in accordance with clause 3.1, and the Supplier shall be responsible for all costs and expenses incurred in providing the Maintenance Services (other than those recoverable in accordance with clause 3.1).
- 6.4 The Standard Maintenance Fees shall be due and payable in full to the Supplier annually in advance, within 30 days of the date of an invoice from the Supplier. Any Additional Services Fees shall be due and payable monthly, within 30 days of the date of an invoice from the Supplier. Any charges for spare parts recoverable in accordance with clause 3.1 shall be due within 30 days of the date of an invoice from the Supplier. Time for payment of invoices shall be of the essence.
- 6.5 If the Customer fails to make any payment due to the Supplier under this Maintenance Agreement in full and cleared funds to a bank account nominated in writing by the Supplier by the due date for payment, then, without limiting the Supplier's remedies under clause 10, the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue daily from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 6.6 All Charges are exclusive of VAT or any other applicable sales tax, which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law.
- 6.7 The Supplier may, at any time after the first anniversary of the Commencement Date, increase the Standard Maintenance Fees and the Additional Services Rates by giving to the Customer not less than three (3) months' written notice, provided that the increases shall be no more frequent than once in any 12-month period.

7. SUPPLIER WARRANTIES

- 7.1 The Supplier represents and warrants to the Customer that:
- (a) the Maintenance Services and the Additional Services shall be performed:
 - (i) by an appropriate number of suitably qualified and experienced personnel;
 - (ii) using reasonable skill and care; and
 - (iii) in accordance with all laws and regulations in force from time to time which are applicable to the Supplier;
 - (b) the Supplier has the full capacity and authority and all necessary permissions, licences and consents necessary to enter into, and perform its obligations under, this Maintenance Agreement; and
 - (c) the Supplier shall take reasonable steps to not introduce any Viruses into the Maintained Equipment, or the Customer's network and information systems, by way of the Maintenance Services or the Additional Services or otherwise.
- 7.2 Except as expressly stated in this Maintenance Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise (including satisfactory quality, fitness for purpose and suitability) are hereby excluded to the fullest extent permitted by law.

8. LIABILITY

- 8.1 The restrictions on liability in this clause 8 apply to every liability arising under or in connection with this Maintenance Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.2 Nothing in this Maintenance Agreement limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;

- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- (d) defective products under the Consumer Protection Act 1987.

8.3 Subject to clause 8.2, the following types of loss are wholly excluded: (a) loss of profits or anticipated profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of use or corruption of software, data or information; (f) loss of or damage to goodwill or reputation; and (g) indirect or consequential loss.

8.4 Subject always to clause 8.2 and 8.3, the Supplier's total aggregate liability arising in connection with the performance, contemplated performance, or non-performance of this Maintenance Agreement shall be limited to the total Charges paid or payable by the Customer to the Supplier during the 12-month period immediately preceding the date on which the first cause of action under this Maintenance Agreement first arose.

9. CONFIDENTIALITY

9.1 Each party undertakes that it shall not at any time, without the prior written consent of the other party, disclose to any person any Confidential Information of the other Party, except as permitted by clause 9.1(a).

- (a) Each party may disclose the other party's Confidential Information: (i) to its Representatives who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under this Maintenance Agreement, and each party shall ensure that its Representatives to whom it discloses the other party's Confidential Information comply with this clause 9.1(a); and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (b) Neither Party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Maintenance Agreement.

9.2 The above provisions of this clause 9 shall continue to apply after termination of this Maintenance Agreement.

10. TERM AND TERMINATION

10.1 This Maintenance Agreement shall commence on the Commencement Date. Unless terminated earlier in accordance with this clause 10, this Maintenance Agreement shall continue for the Initial Period and shall automatically extend for a Renewal Period at the end of the Initial Period and at the end of each Renewal Period. The Customer may give written notice to the Supplier, not later than 30 days before the end of the Initial Period or the relevant Renewal Period, to terminate this Maintenance Agreement at the end of the Initial Period or the relevant Renewal Period, as the case may be.

10.2 Without prejudice to any rights that have accrued under this Maintenance Agreement or any of its rights or remedies, the Supplier may terminate this Maintenance Agreement with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under this Maintenance Agreement on the due date for payment and remains in default not less than 14 days after being notified to make that payment;
- (b) the Customer commits a material breach of any term of this Maintenance Agreement (other than failure to pay any amounts due under this Maintenance Agreement) and (if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified to do so;
- (c) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- (d) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business.

- 10.3 Any provision of this Maintenance Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Maintenance Agreement shall remain in full force and effect.
- 10.4 Termination of this Maintenance Agreement, however caused, shall be without prejudice to any rights or liabilities of either party accrued at the date of termination.
- 10.5 On termination of this Maintenance Agreement for any reason:
- (a) each party shall as soon as reasonably practicable return or destroy, as directed in writing by the other party, any documents or other information or data provided to it by the other party containing or based on the other party's Confidential Information; and
 - (b) the Customer shall immediately pay any outstanding amounts owed to the Supplier pursuant to this Maintenance Agreement.

11. DATA PROTECTION

- 11.1 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, including the following:
- (a) to process the Personal Data only for the purposes of this Maintenance Agreement;
 - (b) not to disclose or allow access to the Personal Data to anyone other than the Representatives;
 - (c) to ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party where practicable, to protect against unauthorised or unlawful processing of any of the Personal Data and against accidental loss or destruction of, or damage to, any of the Personal Data;
 - (d) not to transfer any of the Personal Data received from the other party outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

12. FORCE MAJEURE

- 12.1 The Supplier will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under this Maintenance Agreement that is caused by a Force Majeure Event. In such cases, the Supplier shall inform the Customer in writing as soon as practicable. 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 suspension or cancellation by the Supplier under this clause 12.
- 12.2 The Supplier's obligations under this Maintenance Agreement will be suspended and the time of performance of its obligations will be extended for the duration of the Force Majeure Event.

13. NOTICES

- 13.1 Any notice given to a party under or in connection with this Maintenance Agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service to that party's address stated at the beginning of this Maintenance Agreement; or
 - (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):

Supplier: sales@skintasticsupplies.co.uk

Customer: [CUSTOMER EMAIL ADDRESS]

- 13.2 Any notice shall be deemed to have been received: (a) if delivered by hand, at the time the notice is left at the proper address; (b) if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting; or (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- 13.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14. GENERAL

Assignment

- 14.1 The Supplier may assign or transfer its rights and obligations under this Maintenance Agreement. The Customer may only assign or transfer its rights or obligations under this Maintenance Agreement if the Supplier agrees in writing.

Entire Agreement

- 14.2 This Maintenance Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Maintenance Agreement.

Severance

- 14.3 If any provision of this Maintenance Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Maintenance Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

Variation

- 14.4 Any variation of this Maintenance Agreement only has effect if it is in writing and signed by both parties (or each party's respective authorised representatives).

Non-Reliance

- 14.5 Each party acknowledges that, in entering into this Maintenance 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 this Maintenance Agreement.

Waiver

- 14.6 No failure or delay by a party to exercise any right or remedy provided under this Maintenance 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.

Third Party Rights

- 14.7 No provision of this Maintenance Agreement shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

Governing Law and Jurisdiction

- 14.8 This Maintenance 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.
- 14.9 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 this Maintenance Agreement or its subject matter (including non-contractual disputes or claims).

AGREED by the parties through their duly authorised representatives on the date stated at the start of this Maintenance Agreement, including receiving the terms and conditions documents.

I have received the certificates and the instructions for use for the device and accept this agreement.

For and on behalf of Skintastic Aesthetic Supplies Ltd	For and on behalf of the Customer
Signed	Signed
Full name	Full name
Title	Title
Date	Date

SCHEDULE 1

KEY DETAILS

Part	Detail
Part 1 Commencement Date	[insert date]
Part 2 Maintained Equipment	[insert make, model and serial number]
Part 3 Location	[insert full address at which the equipment is installed]
Part 4 Standard Maintenance Fees	£[insert] per annum, exclusive of VAT
Part 5 Additional Services Rates	£[insert] per call-out visit for any Excluded Maintenance, exclusive of VAT
Part 6 Supported Software and terms of support	[insert, or state "not applicable"]

Notes for completion

Part 2 must identify the equipment precisely. Where a machine is supplied with more than one handpiece or applicator, list each one.

Part 5 sets the rate the Supplier may charge under clause 5.2 where a failure is caused by an Excluded Cause. Excluded Causes include a defect in the manufacturer's design and faulty materials or workmanship in manufacture.

Where Part 6 is not applicable, the Software Maintenance Services element of the definition of Maintenance Services does not apply.