

Skintastic Warranty (Machines)

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SKINTASTIC WARRANTY (MACHINES)

Skintastic Aesthetic Supplies Ltd (the “Supplier”) offers its business customers and clients (the “Customer”) a standard warranty (and subject to section 12, and optional extended warranty) on machinery supplied to the Customer under an agreement (the “Agreement”). Where applicable, the terms of this warranty are incorporated expressly into the terms of the Agreement. This warranty is in addition to any rights or remedies that the Customer may have under the Agreement, under any additional maintenance service package the Customer may have purchased or under applicable law.

For support or to make a claim under the warranty, please contact sales@skintasticaesthetics.com.

STANDARD WARRANTY

1. Where applicable, the Supplier warrants to the original Customer that upon delivery of the Goods pursuant to the Agreement and for the applicable Standard Warranty Period set out below, running from the date the Customer pays for the Goods in full, the Goods shall be free from material defects in design, material and workmanship under normal and proper usage in accordance with any instructions for use (the “Warranty”).

STANDARD WARRANTY PERIODS

The Standard Warranty Period depends on the classification of the Goods:

1. Medical devices – eighteen (18) months. Applies to the machine, its shell and its electronics.
2. Medical device emitters – twelve (12) months. Applies to laser diode bars, diode laser bars and IPL lamps, which are consumable emitting components and carry a shorter period than the machine they sit in.
3. Cosmetic devices – twelve (12) months. Applies to the whole device, including handpieces and applicators.

The classification of each device is stated on its product page and on your invoice. If you are unsure which period applies to your machine, please contact us before making a claim and we will confirm it in writing.

STANDARD WARRANTY, CONTINUED

1. Subject to sections 10 and 11, if: the Customer gives the Supplier notice in writing within 24 hours of discovery that some or all of the Goods do not comply with the warranty set out in paragraph 1 above; the Supplier is given a reasonable opportunity to examine the Goods; and if the Supplier asks the Customer to do so, the Customer returns the Goods to Supplier or makes the Goods available for collection by Supplier in accordance with section 5,
 2. the Customer gives the Supplier notice in writing within 24 hours of discovery that some or all of the Goods do not comply with the warranty set out in paragraph 1 above;
 3. the Supplier is given a reasonable opportunity to examine the Goods; and
 4. if the Supplier asks the Customer to do so, the Customer returns the Goods to Supplier or makes the Goods available for collection by Supplier in accordance with section 5,
- then the Supplier shall, at its option, either repair or replace the defective Goods.
5. If the original product has been superseded, a replacement may be made with a current model of the same quality and equivalent function. If no repair or replacement is possible, the Supplier shall refund the price of the defective Goods in full.

6. Warranty inspection and repairs may be undertaken either by the Supplier or by a third party service provider engaged by the Supplier (in which case the Supplier shall remain liable to the Customer for carrying out its obligations under this warranty).
7. Repairs and replacements are carried out at the Supplier's facility: Full height floor standing lasers will be collected by the Supplier (or a courier engaged by Supplier) at the Supplier's cost. Following repair (if required) the Goods will be returned at Supplier's cost.
8. Full height floor standing lasers will be collected by the Supplier (or a courier engaged by Supplier) at the Supplier's cost. Following repair (if required) the Goods will be returned at Supplier's cost.
9. For smaller products, such as trolley-based or desktop machinery, the Customer will be required to return the Goods, at the Customer's cost, to the Supplier's nominated facility. The Goods should be returned using a by recognised and reputable courier only, carefully packed and in such a manner as to maintain the safety of the equipment, with proof of purchase date. Following repair (if required) the Goods will be returned to the Customer at Supplier's cost.
10. Where available, the Supplier may offer the Customer a temporary loan equipment for use during any applicable repair period. The Customer will be required to provide a security deposit for such a loan (15% of the prevailing purchase price of a new identical or similar unit) against which the cost of any repairs for damage to the loaned equipment will be deducted.
11. The Customer acknowledges that any timeframes provided by the Supplier for any applicable repair or replacement are estimates only. The Supplier shall use reasonable efforts to meet any estimated timeframes, but time is not of the essence. The Supplier shall have no liability in respect of any costs incurred or suffered by Customer arising out of any delays in repairing or replacing defective Goods.
12. If following return of the Goods to the Supplier, the Supplier determines that the Goods are not faulty, or the cause of any fault or defect is due to one of the situations set out in section 10 (Exclusions) below then: the Supplier shall have no obligation or liability under this Warranty; the Customer shall be liable for all costs relating to the Supplier's inspection and assessment; and the Customer shall be responsible for all shipping costs associated with the collection or return of the Goods.
13. the Supplier shall have no obligation or liability under this Warranty;
14. the Customer shall be liable for all costs relating to the Supplier's inspection and assessment; and
15. the Customer shall be responsible for all shipping costs associated with the collection or return of the Goods.
16. The applicable warranty period of any replacement parts or replacement Goods supplied under this warranty is limited to 180 days or the unexpired portion of the Standard Warranty Period (or Extended Warranty Period, where applicable), whichever longer. All other terms of this Warranty shall continue to apply.

EXCLUSIONS

1. This Warranty does not apply (and the Supplier shall have no obligations or liability under this Warranty):
2. where the Customer makes any further use of the Goods after giving notice to the Supplier under section 2; where the defect arises because the Customer failed to:
3. where the Customer makes any further use of the Goods after giving notice to the Supplier under section 2;
4. where the defect arises because the Customer failed to:
5. follow information, procedures or timeframes set out in the Supplier's optional maintenance service agreement (if entered into); or
6. follow oral or written instructions (including the manual and instructions for use) as to the storage, commissioning, installation, appropriate use/operation (including appropriate voltage), cleaning and maintenance of the Goods or (if there are none) good trade practice regarding the same;

7. use authorised or industry standard parts,
8. where the Goods are altered or repaired without the Supplier's written consent; where the defect arises as a result of fair wear and tear; where the defect arises as a result of accidental or wilful damage or self-sabotage, negligence, misuse or abnormal storage or working conditions, fire, liquid ingress, earthquake or other external cause, theft, vermin or insect infestation; where the Goods do not bear the original manufacturer's factory-applied serial number in its original form (for instance where it or the sticker bearing it has been removed, wiped out, rubbed off, or altered); where the Goods differ from their description or specification as a result of any change made to ensure they comply with applicable statutory or regulatory requirements; to consumable parts (including, but not limited to, treatment head caps and filters) or perishable items or items sealed for the purposes of hygiene (including, but not limited to, anti-freeze membranes, treatment gel, gloves and spatulas); to any cables connecting treatment applicators (including, but not limited to, Laser paddles, Cryo handles, RF treatment handles); where the Goods have been installed or used in in a movable dwelling. Note that the performance of the Goods may be affected if it is installed in a caravan or other such moveable dwelling and this is entirely at the Customer's risk; or to any loss of data howsoever caused. The Customer is responsible for backing up and protecting data against loss, damage or destruction;
9. where the Goods are altered or repaired without the Supplier's written consent;
10. where the defect arises as a result of fair wear and tear;
11. where the defect arises as a result of accidental or wilful damage or self-sabotage, negligence, misuse or abnormal storage or working conditions, fire, liquid ingress, earthquake or other external cause, theft, vermin or insect infestation;
12. where the Goods do not bear the original manufacturer's factory-applied serial number in its original form (for instance where it or the sticker bearing it has been removed, wiped out, rubbed off, or altered);
13. where the Goods differ from their description or specification as a result of any change made to ensure they comply with applicable statutory or regulatory requirements;
14. to consumable parts (including, but not limited to, treatment head caps and filters) or perishable items or items sealed for the purposes of hygiene (including, but not limited to, anti-freeze membranes, treatment gel, gloves and spatulas);
15. to any cables connecting treatment applicators (including, but not limited to, Laser paddles, Cryo handles, RF treatment handles);
16. where the Goods have been installed or used in in a movable dwelling. Note that the performance of the Goods may be affected if it is installed in a caravan or other such moveable dwelling and this is entirely at the Customer's risk; or
17. to any loss of data howsoever caused. The Customer is responsible for backing up and protecting data against loss, damage or destruction;
18. This Warranty is only valid when accompanied by proof of purchase.

EXTENDED WARRANTY

The Supplier offers the above Warranty on an optional extended basis at an additional cost (an "Extended Warranty Period"). Extended cover is priced at £2,999 plus VAT for three (3) years total cover from the date of purchase, and £4,999 plus VAT for five (5) years total cover from the date of purchase. Availability and price depend on the device purchased and will be confirmed in writing at the time of sale. Where purchased, the Extended Warranty Period shall start from the date the Customer purchases the Extended Warranty or the day following the last day of the Standard Warranty Period, whichever is later. All other terms and conditions of the Warranty shall apply to such Extended Warranty Period