

## **General Terms and Conditions**

### **1 Scope of Terms and Conditions**

- 1.1 All deliveries of goods, services and offers of Skin Aesthetique, Mangfallstraße 3, 83101 Rohrdorf, Germany, are subject to these Terms and Conditions, unless the parties make a written agreement deviating from this principle. These Terms and Conditions shall apply to all contracts in the future between Skin Aesthetique and professional dealers, even if said contracts do not have any reference to these Terms and Conditions.
- 1.2 Terms and Conditions provided by the customer or any third person do not become subject matter of a contract even if Skin Aesthetique does not disagree.
- 1.3 Any staff of Skin Aesthetique is not entitled to agree orally upon any provision deviating from these Terms and Conditions.

### **2 Conclusion of contract**

- 2.1 Any offer of Skin Aesthetique is a invitation to treat.
- 2.2 As soon as Skin Aesthetique confirms the order of the customer the contract shall be concluded.

### **3 Datas**

- 3.1 Herewith Skin Aesthtique informs the customer that his name, address and other datas necessary to perform the contract will be collected. If Skin Aesthetique employs any other person to perform the contract, Skin Aesthetique is entitled to provide the other person with the datas of the customer.
- 3.2 To make sure that any contract can be performed without delay, the customer is obliged to provide correct datas and to inform Skin Aestetique on any change of datas.

### **4 Prices**

The prices indicated do not include VAT and other charges prescribed by law of the country of delivery. Packing and mailing expenses and other costs falling due are to be paid additionally.

### **5 Conditions of delivery**

- 5.1 Skin Aesthetique reserves the right to deliver goods in a quality and a price on par with the goods offered, if the delivery of such goods can be reasonable imposed on the customer in consideration of interests of the seller.
- 5.2 Skin Aesthetique reserves the right to deliver goods in a quality and a price on par with the goods offered or, if delivery is not possible, not to deliver any goods, in case of change of products, unavailability of goods or a late supply by the producer.
- 5.3 In case Skin Aesthetique quotes the above provision, Skin Aesthetique will immediately inform the customer on der unavailability of goods or a late supply.
- 5.4 In case Skin Aesthetique cancelles the contract according to the provisions above, Skin Aesthetique will immediately return customers consideration.

- 5.5 In case of delay of delivery of goods Skin Aesthetique will immediately inform the customer. In this case the customer has the right to cancel his order without paying any administrative expenses. The right to cancel the order ends as soon as Skin Aesthetique informs the customer on the availability of the goods ordered.
- 5.6 The delivery time is deemed only to be approximate, unless both parties agree in writing that the time shall be binding.
- 5.7 Delay in supply and performance due to force majeure and other events which not only temporarily considerably impede supplies or make them impossible, such as strike, lockout, official directives, etc. – even if these events arise with Skin Aesthetiques suppliers or subcontractors – shall be considered to be beyond Skin Aesthetiques control, even for deadlines and dates which have been bindingly agreed upon. They entitle Skin Aesthetique to delay the supply and/or performance for the duration of the hindrance plus an appropriate start-up time or to withdraw totally or in part from that part of the contract which is not yet fulfilled.. Skin Aesthetique will inform the customer as soon as possible on the events and in case of withdrawing from the contract immediately return customers consideration.
- 5.8 All contractual duties are to be performed at the domicile of Skin Aesthetique. Skin Aesthetique is entitled to deliver goods from other places. Any goods delivered to any other place on customers demand are the responsibility of the customer as soon as the goods are transferred to the carrier.
- 5.9 All goods delivered are to be inspected by the customer upon delivery. If there are any defective goods or transport damages the customer has to inform Skin Asthetique in writing as soon as possible. Furthermore, transport damages are to be indicated with the carrier.

## **6 Default of payment**

If the customer is in default of payment then Skin Aesthetique is entitled to claim default interest at the rate of 8 % above the discount of the European Central Bank. The assertion of higher damages shall remain unaffected.

## **7 Objections**

- 7.1 Any objection against a invoice of Skin Aesthetique is to be made within 14 day after receiving said invoice, unless otherwise ruled by law.
- 7.2 The customer has a right to offset counterclaims only if these counterclaims have been effectively established or accepted by Skin Aesthetique. The customer can only exert a right to withhold if his counterclaim is based on the same contractual relationship.

## **8 Reservation of title**

Title to the goods does not pass to the customer until the customer has paid for them.

## **9 Liability and warranty**

- 9.1 Liability and warranty are governed by German Law, in particular section. 434 ff of the German Civil Code, unless otherwise ruled by these terms and conditions.
- 9.2 Any objection to the scope of delivery and damages that can be find out by conducting a reasonable inspection are to be made in writing immediately after receipt of delivery. Packaging which are damaged are to be objected with the carrier at receipt of delivery.
- 9.3 Skin Aesthetique shall be liable pursuant to statutory provisions if the customer asserts damage claims, which are based on fraudulent intent, wilful intent or gross negligence. Furthermore Skin Aesthetique shall be liable pursuant to statutory provisions in the event of violation of life, body

or health and to the extent Skin Aesthetique has given guaranties and according to the German Statute on Liability for Defective Products (Produkthaftungsgesetz). Without a case of the last two preceding sentences the liability shall be limited to foreseeable, typical damage in the event of violation of an essential contractual obligation. Any further liability in case of damage claims shall be excluded.

- 9.4 The above provisions also apply for staff, employees, representatives and sub-contractors of Skin Aesthetique.
- 9.5 Skin Aesthetique does not give a guarantee for any products unless otherwise expressly indicated or in case Skin Aesthetique assumes liability for the quality of the goods sold. Description of goods are no guarantee.
- 9.6 In case the customer shall be in default of acceptance or shall violate any other contributory obligations, Skin Aesthetique shall be entitled to demand the loss suffered.
- 9.7 Term of warranty is 1 year.

## **10 Written form**

Supplements, changes and amendments to a contract must be made in writing. Renunciation of the written form must be made in writing, too

## **11 Cancellation of orders**

In case the customer cancels his orders up to two days before of delivery, Skin Aesthetique is entitled to charge 5% of the value of goods as administrative expenses. In case the customer cancels his orders one day before of delivery or at the day of delivery, Skin Aesthetique is entitled to charge 10% of the value of goods as administrative expenses. The aforesaid charges are not applicable if the customer proves that there are no or lower costs.

## **12 General Conditions**

- 12.1 These Conditions shall be governed and construed in accordance with the laws of the Federal Republic of Germany. The provisions of the UN Convention for the international Sales of Goods do not apply.
- 12.2 If any provision of these Terms and Conditions or its application to any party or circumstance is not valid or unenforcable, such provision shall be ineffective only to the extent of such invalidity or unenforceability without invalidating the remaining provisions hereof.