

## Terms and Conditions of Supply

### 1. Definitions

"The Company": Lynton Lasers Ltd or either of its subsidiary companies, Lynton Aesthetic Services Ltd or Lynton Clinics Ltd  
"The Customer": the person, firm or company to whom the Quotation is addressed or by or on behalf of whom the Order is placed.  
"The Quotation": the written quotation by the Company in respect of the Product or Services.  
"Order": the written request by the Customer for the Product or Services.  
"Product": any item produced or manufactured or supplied by the Company as detailed in the Quotation.  
"Services": any Services provided by the Company as detailed in the Quotation.  
"Contract Price": the sum payable by the Customer for the Product or Services  
"Invoice": the request for payment made by the Company in respect of the Product or Services  
"Confidential Information": any information supplied by the Customer or Company which at the date of supply is not within the public domain  
"Indemnity Amount": the amount for which the Company is insured under the Indemnity Policy in respect of any claim by the Customer  
"Indemnity Policy": the Company's professional indemnity insurance policy for the time being in force  
"Specification": the detail of the Product or Services as detailed in the Order  
"Specified Period": the agreed period for the delivery, installation and/or commissioning of the Product or for the performance of the Services

### 2. General

2.1 Unless otherwise specifically agreed in writing by a duly authorised officer of the Company the terms specified herein shall supersede any earlier terms or conditions proposed by the Company and shall override any terms or conditions stipulated or referred to by the Customer whether in its Order or in any negotiations  
2.2 No Order by the Customer shall be binding upon the Company until it has been accepted in writing by the Company.  
2.3 The Company can, after accepting the Order, in its absolute discretion make changes, modifications or substitutions to the Specification provided that such changes, modifications or substitutions do not materially diminish the overall performance of the Product or the overall standard of the Services.  
2.4 The Company will use its reasonable endeavours to procure the delivery, installation and/or commissioning of the Product at the agreed site or the performance of the Services within the Specified Period provided that the Customer shall do all acts reasonably necessary to facilitate the delivery, installation and/or commissioning of the Product or the performance of the Services, and the Company shall not be liable for any delay or additional costs or expenses occasioned by any default of the Customer.  
2.5 Where the installation or commissioning of the Product is to be carried out by the Company the Customer shall not remove the primary packaging from the Product other than upon the written authorisation of the Company.  
2.6 The Customer shall at its own expense prepare and provide all proper accommodation and facilities to a standard agreed with the Company including but not limited to proper environmental conditions for the Product or Services.  
2.7 If the Company notifies the Customer that, for whatever reason, it will be or has been unable to deliver, install or commission the Product or perform the Services within the Specified Period the Customer must within 7 days of such notification authorise, in writing, an extension of the Specified Period. If no such written authorisation is made the Company shall be entitled forthwith to terminate this Agreement and to render an invoice in respect of all works done and/or items supplied up to and including the date of such termination which the Customer shall thereupon become liable to pay.  
2.8 All delivery, installation, commissioning and performance dates are subject to change and time is not of the essence in respect thereof.

### 3. Quotations

3.1 No verbal quotation shall be binding upon the Company.  
3.2 All Quotations will automatically lapse 3 calendar months from the date of such Quotation and the Company reserves the right to withdraw any Quotation within the 3 month period.

### 4. Terms of Payment

4.1 Upon acceptance of an Order by the Company the Customer will pay a non-refundable deposit equal to 10% of the Contract Price.  
4.2 Upon completion of the Specified Period the Customer will pay a further non refundable amount equal to 40% of the Contract Price.  
4.3 The balance of the Contract Price (being for the avoidance of doubt 50%) shall fall due 30 days after the date of dispatch of the Invoice.  
4.4 Payment of the Contract Price shall be in pounds sterling by cheque or an irrevocable letter of credit, drawn at a bank within the UK. Payment shall be deemed to take place upon clearance of the payment.  
4.5 Any query as to the Invoice must be raised within 30 days of despatch of the Invoice by the Company.

### 5. Safety

No member, employee or agent of the Company shall be required to undertake any work which involves risk of personal injury or illness and the Customer shall take all reasonable care to see that any work (whether as part of the Services or otherwise) which is required to be carried out outside the premises of the Company can be performed within a safe working environment.

### 6. Warranties and Exclusions

6.1 Nothing in clauses 6.2 to 6.19 shall have the effect of excluding or restricting the Company's liability for death or personal injury resulting from negligence.  
6.2 The Company warrants that it will carry out the Services with reasonable skill and care and this shall be the only warranty given by the Company in respect of the Services. All other warranties and conditions implied by statute, common law or otherwise are hereby excluded to the extent that the law permits.

6.3.1 The Customer must notify the Company in writing of any alleged breach in respect of the provision of the Services within 28 days of completion of the Services (unless the Customer proves that it could not, by the exercise of reasonable diligence, have discovered the breach within that period, in which case the Customer must notify the Company in writing within 7 days of the date when it could first reasonably have discovered the breach).

6.3.2 Upon receiving notification pursuant to clause 6.3.1 the Company shall have the right, at its absolute discretion,  
i. to take such steps as are necessary to comply with its obligations under these terms and conditions (the Customer providing all necessary assistance), or  
ii. to refund the whole or part of the Contract Price as it deems appropriate

6.3.3 The Company shall not be liable to the Customer for any loss of any kind which arises out of any breach in the provision of the Services, unless the Customer has notified the Company in writing of the breach within the period stipulated in clause 6.3.1, as to which time shall be of the essence.

6.3.4 For the purposes of clause 6.3.1 the Company shall be treated as having completed the Services notwithstanding any alleged breach in the provision of the Services.

6.4 The Company shall not be liable for any consequential losses (which, for the avoidance of doubt, shall in this Agreement include loss of profits) howsoever caused.

6.5 Any claim brought under these terms and conditions shall in any event be limited to the lesser of:

- The Contract Price, and
- The Indemnity Amount

6.6 The Customer shall hereby indemnify the Company against any loss or damage claimed against the Company by any third party to the extent that any such loss or damage exceeds the limit stipulated in clause 6.5.

6.7 The Customer warrants to the Company that all data and information provided for the purpose of the Services shall be full and accurate and any change in the data shall be immediately notified to the Company. Any loss or damage resulting from the reliance of the Company upon such information shall be the responsibility of the Customer.

6.8 Subject to clause 6.10 the Product and any components, spares and accessories supplied by the Company are warranted against defects in workmanship and materials for a period of 12 months from the date of despatch by the Company (or from the date of despatch by the supplier or suppliers of such components or spares or accessories, in the event that the same are despatched direct to the Customer from such supplier or suppliers). This shall be the only warranty given by the Company in respect of the Product and any components, spares or accessories. All other warranties and conditions implied by statute, common law or otherwise are hereby excluded to the extent that the law permits. For the avoidance of doubt the Company in particular gives no warranty that the Product conforms to any specification or is fit for any specific purpose.

6.9 The Company shall at its option either replace, repair or issue a credit note to the Customer for any Product or components, spares or accessories found to be defective by reason of poor workmanship or faulty materials

6.10 The Company shall however be under no obligation to take any action under clause 6.9 unless:

- The Company has been notified of the defects in writing by the Customer within 7 days of the discovery of such defects and in any event not later than 12 months from the date of despatch (as to both of which time shall be of the essence) and
- the defective goods have been returned to the Company's premises if so required under clause 6.15 below and

iii. examination of the goods by the Company discloses to its satisfaction that such defects exist and have not been caused by mishandling, misuse, neglect, improper installation, improper repair, insufficient or inadequate or improper maintenance, or by alteration or accident the Customer being liable to pay to the Company the cost, as certified by Company, of the examination of any goods in respect of which the Company does not accept liability under this paragraph)

6.11 In relation to hand piece optics and flash lamps, which are consumable items, the period of thirty (30) days shall be substituted for the period of 12 months stipulated in clauses 6.8 and 6.10(ii)

6.12 Degradation of optics or crystals from prolonged exposure to short ultraviolet wavelengths shall not be considered a defect for the purposes of these terms and conditions

6.13 Realignment and cleaning of lasers and re-polishing of laser rods is not covered under the warranty and this service will be charged for whether during the warranty period or otherwise

6.14 Other than as is provided for in clauses 6.9, 6.10 and 6.11 above the Company shall have no liability whatsoever to the Customer in relation to any defects in the Product, or in any components, spares or accessories, and in particular the Company will not be liable for the return of the Contract Price, for any costs incurred for the shipment of defective components or for any consequential losses (including loss of profit).

6.15 Warranty repairs will be carried out at the premises of the Company or such other premises as shall be decided by the Company in its absolute discretion. No equipment should be returned to the Company without the prior written authorisation of the Company.

6.16 Equipment repaired or replaced under this warranty is warranted only for the remaining unexpired portion of the original warranty period which was applicable to the repaired or replaced equipment.

6.17 This warranty does not cover any defects which have been caused by mishandling, misuse, neglect, improper installation, improper repair, insufficient or inadequate or improper maintenance, or by alteration or accident, or which arise for whatever reason at any time after modification, repair or attempted repair of the equipment by persons other than the Company or an authorised agent of the Company.

6.19 The Company accepts no liability whatsoever arising from the use to which the Product is put or from the non-use or attempted use thereof or for the consequences arising therefrom.

### 7. Confidential Information

7.1 If any Confidential Information comes to the attention of either the Customer or Company in connection with any Services or Product the same shall not be disclosed to any third party other than with the written consent of the party from whom such Confidential Information was obtained and the party to whom such information belongs, save that where the Company employs outside consultants or obtains independent advice or assistance in relation to any Services or Product it shall be entitled to make such disclosure of Confidential Information as it deems desirable to the consultant or person providing aid or assistance and shall take reasonable steps to ensure that the same is kept confidential by such person.

7.2 The provisions of confidentiality shall not apply where such information is or becomes part of the public domain through no fault of the Company or Customer as the case may be.

7.3 Neither the Company nor Customer shall without the consent of the other use the name of the other in any publicity material.

### 8. Reports

All reports drawings advice and other information prepared by the Company and/or provided to the Customer shall be the property of the Company, and the Customer shall be entitled to have the use of the information contained therein only for those purposes referred to in Clause 10 subject to the other clauses herein contained.

### 9. Equipment

Unless otherwise agreed in writing all rigs and equipment which are purchased or otherwise provided in connection with or for the purpose of carrying out any Services or manufacturing installing or commissioning any Product (whether by the Customer or the Company) will become and remain the property of the Company.

### 10. Intellectual Property Rights

10.1 All Intellectual Property Rights arising from any Services or relating to any product manufactured shall remain the property of the Company and the Customer shall be entitled to use the Intellectual Property only for those purposes notified by the Customer to the Company prior to commencement of Services as being those for which the Services are required.

10.2 The Customer warrants that any Services which it requests the Company to undertake or any Product which it requests the Company to supply (and in particular but not limited to any Services undertaken or product manufactured by the Company in connection with the use of information designs or drawings supplied by the Customer) shall not infringe the Intellectual Property rights of any third party.

### 11. Termination

11.1 The Company shall have the right to terminate this Agreement by serving written notice of termination forthwith upon the happening of any of the following events:

i. The Customer becoming bankrupt, compounding with its creditors, being wound up, going into liquidation, entering into a voluntary arrangement or having a receiver or administrator appointed (other than for the purposes of amalgamation or reconstruction).

ii. Failure by the Customer to comply with these terms and conditions in any material respect.

11.2 In the event of termination under this clause 11 the Company retains any rights and remedies available to it.

11.3 Without prejudice to its rights under this clause 11 the Company may suspend any Services in any of the events referred to in 11.1.

### 12. Retention of Title

12.1 Ownership of the Product or of any reports provided pursuant to the Services or of any goods supplied by the Company to the Customer pursuant to this Quotation shall remain with the Company until the Customer has paid in full all monies owed by it to the Company under this or any similar Agreement for similar product or goods or services.

12.2 The risk in the Product or other goods or in the use of any documentation provided pursuant to the Services passes to the Customer on supply of the same to the Customer or on behalf of the Customer.

### 13. Miscellaneous

13.1 Neither party shall be in default hereunder by reason of any delay in the performance of or failure to perform any of its obligations hereunder if such delay or failure is caused solely by strikes acts of God or the public enemy riots incendiaries interference by civil or military authorities compliance with governmental laws rules and regulations delays in transit or delivery inability to secure necessary governmental priorities for materials or any fault beyond its control or without its fault or negligence. Should Force Majeure subsist for a period greater than 3 months either party shall have the right to terminate the Services or the manufacture of the Product.

13.2 The headings to the clauses of this Agreement are for convenience only and shall be of no force or effect whatsoever in construing this Agreement.

13.3 No waiver of a breach by either party of any term of this Agreement shall be deemed to constitute a waiver of any other breach of the same or of any other term.

13.4 If any clause or part of a clause in this Agreement shall be or become void or unenforceable for whatever reason the remainder of this Agreement shall remain in full force and effect and neither party shall be discharged from its obligations thereunder.

13.5 All correspondence reports and documentation concerned with or arising from this Agreement shall be in the English language.

13.6 This Agreement shall be governed and interpreted by the Laws of England regardless of the place of execution or the place of performance and the parties hereto submit to the exclusive jurisdiction of the English Courts.

13.7 The parties agree that these terms and conditions (together with any other terms and conditions expressly incorporated in writing in this Agreement) constitute the entire Agreement between the parties. The parties also acknowledge that no statement or representation made by either party has been relied upon by the other in agreeing to enter into this Agreement.