



The Professionals Choice

Terms & Conditions of Sale

1. Application and entire agreement

1.1 These Terms will apply to the purchase of the Goods by the buyer ("you") from Unique Skin Ltd ("we" "our" "us") a company registered in England and Wales under number 09713343 whose registered office is at 32A East Street, St Ives, Cambs, PE27 5PD.

1.2 A contract for the supply of the Goods based on these Terms will come into force when we accept your Order, by communicating that acceptance to you or from the date of any delivery of the Goods (whichever happens earlier) and will constitute the entire agreement between us and you.

1.3 The Order (once accepted), the Terms and the quotation (together, the "Contract") apply to the purchase and sale of any Goods between us and you to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in the Contract.

1.4 Any samples, images, descriptive matter or advertising issued by us and any descriptions of Goods contained in our brochures or on our website are issued or published for the sole purpose of giving an approximate idea of the Goods described and shall not form part of the Contract.

2. Definitions and Interpretation

2.1 In these Terms, the following definitions apply:

'Business Day' means any day other than a Saturday, Sunday or bank or public holiday in England.

"Business Hours" mean from 9.00a.m. to 5.00 p.m.

"Goods" mean the goods (or part of them) set out in the Order.

"IP Rights" mean patents, rights to inventions, copyright, trademarks, business names and domain names, the right to sue for passing off, rights in designs, database rights, rights to confidential information (including know-how) and all other intellectual property rights, whether registered or unregistered and whether granted or applied for, in any part of the world.

"Order" means your order for the supply of Goods, as set out in our written acceptance of your order or your written acceptance of our quotation.

"Terms" mean these terms and conditions.

2.2 In these Terms:

- a. The clause headings are for convenience only and will not affect interpretation;
- b. The singular includes the plural and the opposite applies.
- c. Reference to any one gender includes all other genders.
- d. A reference to "writing" or "written" includes faxes and emails.

3. Goods

3.1 The description of the Goods is set out in our sales documentation, unless expressly changed in our quotation. In accepting the quotation and/or pricing you acknowledge that you have not relied upon any statement, promise or other representations about the Goods by us. Descriptions of the Goods set out in our sales documentation are intended as a guide only.

3.2 We can make any changes to the specification of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

3.3 Any goods subject to regulatory approvals must be stored, tracked and/or otherwise controlled as per the relevant regulatory body. All batch recall enquiries must be responded to in writing within the stipulated timeframes as communicated by us or by the relevant governing agencies.

4. Quality

4.1 We warrant that (i) in respect of Order(s) for Goods only, on delivery/collection (strictly save for any damage/loss caused by the default of you and/or anyone acting and/or on behalf of you (including, without limitation, employees, agents and contractors) and/or a Force Majeure Event), the Goods shall:

conform in all material respects with their description in the Order
be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);
and be fit for any purpose held out by us in the Order

4.2 Subject to clause 4.3, if:

- a. you give notice in writing to us within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 4.1 (in respect of Order(s) for Goods only, in the case of any damage that reasonably appears to have been caused to the Goods in transit to the Delivery Location, you must give notice in writing to us within 24hrs of delivery);
- b. we must be given a reasonable opportunity of examining such Goods; and
- c. you (if asked to do so by us) returns such Goods to our place of business at your cost,

we shall, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

4.3 We shall not be liable for the Goods' failure to comply with the warranty set out in clause 4.1 in any of the following events:

- a. you make any further use of such Goods after giving notice in accordance with clause 4.2;

- b. the defect arises because you failed to follow our oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- c. the defect arises as a result of incorrect and/or inadequate information supplied by you;
- d. if you alter or repairs such Goods without the written consent of us;
- e. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- f. the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- g. You fail to respond to a batch recall, enquiry or such like as ordered by the manufacturer or regulatory bodies.

Except as provided in this clause 4, we shall have no liability to you in respect of the Goods' failure to comply with the warranty set out in clause 4.1.

The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

The Goods are also sold with the benefit of any manufacturers' warranty (if any) that apply to such Goods (subject to the terms and conditions of such manufacturers' warranty)

5. Price

5.1 The price ("Price") of the Goods is set out in our quotation or, if no Price is quoted, the Price set out in our published price list current at the date of your order or such other Price as we may agree in writing.

5.2 If the cost of the Goods to us increases due to any factor beyond our reasonable control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, or if you request a change in delivery dates, quantities or types of Goods ordered, or if you give us instructions or fail to give us adequate or accurate information or instructions which causes us delay, we can increase the Price of the Goods prior to delivery.

5.3 Any increase in the Price under this clause will only take place after we have communicated to you.

5.4 We may, entirely in our discretion, offer discounts, based on volumes.

5.5 The Price is exclusive of fees for packaging and transportation, delivery and insurance, for which you will be liable in addition

5.6 The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority, for which you will be liable in addition.

6. Payment

6.1 We will invoice you for the Price either:

- a. On or at any time before delivery of the Goods; or

b. Where the Goods are to be collected by you or where you wrongfully do not take delivery of the Goods, at any time after we have notified you that the Goods are ready for collection or we have tried to deliver them.

6.2 We require you to pay all or part of the Price in advance of delivery, except where, in our discretion you must pay the Price (or the balance) within 30 days of the date of our invoice or otherwise according to any credit terms agreed between us, in full (without set off, deduction or counter-claim) and in cleared funds.

6.3 You must make payment even if delivery has not taken place and / or that the title in the Goods has not passed to you

6.4 If you do not pay within the period set out above, we will suspend any further deliveries to you and without limiting any of our other rights or remedies, charge you a daily interest at the rate of 7.5% above the base rate of the Bank of England from time to time on the amount outstanding until you pay in full.

6.5 Time for payment will be of the essence of the Contract between us and you.

6.6 You accept and agree to the relevant deposits for capital purchases are subject to forfeiture if full payment has not been made within 30 days of the date of invoice. All deposits for products ordered are non-refundable in the event of cancellation under any circumstances unless clause 4 applies

6.7 All payments must be made in British Pounds unless otherwise agreed in writing between us.

7. Cancellation and Alteration

7.1 Details of the Goods as described in our sales documentation are subject to alteration without notice and are not a contractual offer to sell the Goods which is capable of acceptance.

7.2 The quotation (including any non-standard price negotiated in accordance with the clause on Price above) is valid for a period of 30 Business Days only from the date shown in it unless expressly withdrawn by us at an earlier time.

7.3 Either of us can cancel the Order for any reason prior to your acceptance (or rejection) of the quotation.

8. Delivery

8.1 We will arrange for the delivery of the Goods to the address specified in the quotation or your Order or to another business location we agree in writing.

8.2 If you do not specify a delivery address, or if we both agree in writing, you must collect the Goods from our premises.

8.3 Delivery of the Goods shall be completed on arrival at your premises or, if you are collecting, on completion of loading at our premises.

8.4 Subject to the specific terms of any special delivery service, delivery can take place at any time of a Business Day and must be accepted between 8am and 6pm.

8.5 If you do not take delivery of the Goods, we may at our discretion and without prejudice to any other rights:

a. Store or arrange for the storage of the Goods and will charge you for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and / or

b. Make arrangements for the redelivery of the Goods and will charge you for the costs of such redelivery; and / or

c. After 10 Business Days, resell or otherwise dispose of part or all of the Goods and charge you for any shortfall below the Price of the Goods.

8.6 If redelivery is not possible as set out above, you must collect the Goods from our premises and you will be notified of this. We can charge you for all associated costs including, but not limited to, storage and insurance.

8.7 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We will not be held liable for any delay in delivery of the Goods that is caused by a circumstance beyond our reasonable control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

8.8 We may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery of or a defect in an instalment shall not entitle you to cancel any other instalment.

8.9 You must inspect the Goods on delivery or collection.

8.10 If you identify any damage or shortages, you must inform us in writing within 24hrs of delivery receipt, providing full details.

8.11 Other than by agreement, we will only accept returned Goods, if we are satisfied that those Goods are defective and if required by us, we have carried out an inspection.

8.12 Subject to your compliance with this clause and/or our agreement, you may return the Goods and, if we agree that they are defective, we will as appropriate, repair, or replace, or refund the Goods or part of them.

8.13 We will be under no liability or further obligation in relation the Goods if:

a. You fail to provide notice as set above; and/or

b. You make any further use of the such Goods after giving notice under this clause and/or

c. The defect arises because you did not follow our oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods; and/or

d. The defect arises from normal wear and tear of the Goods; and/or

e. The defect arises from misuse or alteration of the Goods, negligence, wilful damage or any other act by you, your employees or agents or any third parties.

8.14 You bear the risk and cost of returning the Goods.

8.15 Acceptance of the Goods will be deemed to be upon inspection of them by you and in any event within 24hrs after delivery.

9. Risk and Title

9.1 The risk in the Goods will pass to you on completion of delivery, as defined in these Terms.

9.2 Title to the Goods will not pass to you until we have received payment in full (in cash or cleared funds) for: (a) the Goods and/or (b) any other goods or services that we have supplied to you in respect of which payment has become due.

9.3 You may not re-sell the Goods or use the Goods in the course of your business until we have received full payment for the Goods.

9.4 Until title of the Goods has passed to you, you must (a) hold the Goods on a fiduciary basis as our bailee; and (b) store the Goods separately, in original packaging and away from all other goods in your possession or control so that they remain readily identifiable as our property (c) not remove, deface, or obscure any identifying mark or packaging on or relating to the Goods; and (d) keep the Goods in satisfactory condition and keep them insured against all risks for their full value from the date of

delivery and (e) notify us immediately if you become subject to any of the events listed in clauses 9.1.(c) to (e); and (f) give us such information relating to the Goods as we may require from time to time.

9.5 If before title to the Goods has passed to you or the Goods have been irreversibly incorporated into a person or another product, and without limiting any other right or remedy we may have, we can at any time require you to deliver up the Goods in your possession, custody or control and, if you fail to do so immediately on demand, you hereby grant to us and our authorised representatives the irrevocable licence and permission to enter any of your premises or vehicles or of any third party where the Goods are stored, loaded or to be used in order to recover them.

9.6 Shipments are delivered to the receiver's address given by you but not necessarily to the named receiver personally.

9.7 Whereby a signed Proof of Delivery at the receiver's address has been obtained, this will be deemed as delivery of goods.

10. Termination

10.1 We can terminate the sale of Goods under the Contract by notice taking effect immediately where:

- a. You fail to pay any amount due to us on the due date for payment;
- b. You commit a material breach of your obligations under these Terms;
- c. You are or become, or, in our reasonable opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors;
- d. You enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with your creditors; or
- e. You convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrators or administrative receiver appointed, notice of intention to appoint an administrator is given by you or any of your directors or by qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of your affairs or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency or if anything analogous to any of the foregoing occurs in relation to you in any jurisdiction; or
- f. If your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

10.2 Without limiting our other rights or remedies, we may suspend all further deliveries of Goods under the Contract or any other contract between you and us if you fail to pay any amount due under this Contract on the due date for payment, you become subject to any of the events listed in clause 9.1(c) to clause 9.1(e), we reasonably believes that you are about to become subject to any of them.

10.3 On termination of the Contract for any reason:

- a. you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has yet been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;
- b. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

c. clauses which expressly or by implication have effect after termination shall continue in full force and effect.

11. Force Majeure

11.1 For the purposes of these Terms and any Contract, "Force Majeure Event" means an event beyond our reasonable control.

11.2 We shall not be liable to you as a result of any delay or failure to perform our obligations under a Contract as a result of a Force Majeure Event.

11.3 If the Force Majeure Event prevents us from providing Goods under a Contract for more than eight weeks, we shall, without limiting our other rights or remedies, have the right to terminate the Contract immediately by giving written notice to you.

12. Limitation of Liability

12.1 Our liability for breach of the Contract, any breach of statutory duty, and for any tort (including negligence and misrepresentation) or otherwise will be limited as set out in this clause.

12.2 Subject to the clauses above on quality (clause 4) and Risk and Title (Clause 9), all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979 ("S12")) are excluded to the fullest extent permitted by law.

12.3 If we do not deliver the Goods, our liability is limited, subject to the provisions of this clause, to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

12.4 We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods, for:

- a. Any indirect, special or consequential loss, damage, costs or expenses; and/or
- b. Any loss or profits, loss of anticipated profits, loss of business, loss of data, loss of data, loss of reputation or goodwill, business interruption, or, other third party claims; and /or
- c. Any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control;
- d. Any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; and/or
- e. Any losses relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.

12.5 The exclusions and limitations of liability contained within this clause will not exclude or limit our liability for (a) death or personal injury caused by our negligence; (b) breach of S12; (c) defective products under the Consumer Protection Act 1987; or (d) for any matter for which it would be illegal for us to exclude or limit our liability; and (e) fraud or fraudulent misrepresentation.

13. Communications

13.1 All notices under these Terms must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

13.2 Notices will be deemed to have been duly given:

- a. When delivered, if delivered by courier or other messenger (including special

delivery mail) during the normal Business Hours of the recipient;

- b. When sent, if transmitted by fax or email and no failure message is received.
- c. On the second Business Day following mailing, if mailed by national 1st class ordinary mail or
- d. On the fifth Business Day following mailing, if mailed by airmail

13.3 All notices under these Terms must be addressed to the most recent address, email address or fax number notified to the other party.

14. Assignment and other dealings

14.1 We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of our rights under the Contract and may subcontract or delegate in any manner any or all of our obligations under the Contract to any third party.

14.2 You shall not, without our prior written consent, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of your rights or obligations under the Contract.

15. No partnership or agency

15.1 Nothing in these Terms or any Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

16. Third parties

16.1 A person who is not a party to the Contract shall not have any rights to enforce its terms.

17. Variation

17.1 Except as set out in these Terms, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by us.

18. No waiver

18.1 No waiver by us of any breach of these Terms by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

19. Severance

19.1 If one or more of these Terms is found to be unlawful, invalid, or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms (which will remain valid and enforceable).

20. IP Rights

20.1 All IP Rights in the Goods are reserved to us and our licensors.

21. Confidentiality

21.1 A party ("receiving party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party ("disclosing party"), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause shall survive termination of the Contract.

22. Law and Jurisdiction

22.1 These Terms and any Contract are governed by and interpreted according to English Law. All disputes arising under these Terms and any Contract are subject to the exclusive jurisdiction of the English courts

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