

1. DEFINITIONS

In these Conditions, the following definitions apply:

Company: Aesthetic Source Limited (registered number 7875943) whose registered office at Northwood House, 138 Bromham Road, Bedford MK40 2QW, England.

Conditions: the terms and conditions set out in this document as amended from time to time.

Contract: the contract between the Company and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from the Company.

Force Majeure Event: any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable.

Goods: the Goods (or any part of them) set out in the Order.

Order: the Customer's order for the Goods.

Specification: any specification for the Goods that is agreed in writing by the Customer and the Company.

Supplier: the supplier of goods to the Company

2. BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions.

2.3 The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.

2.5 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.

2.6 No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company.

3. GOODS

3.1 Save as otherwise agreed the Goods are described in the Company's catalogue and or website as at the date of delivery.

3.2 The Company reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements or if the specification of the Goods is amended by the Supplier.

4. DELIVERY

4.1 The Company shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready. Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

4.2 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.3 If the Company fails to deliver the Goods, its liability shall be limited to the reasonable costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by the failure of the Supplier to deliver the Goods to the Company, a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.4 If the Customer fails to accept delivery of the Goods within five days of the Company notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Company's failure to comply with its obligations under the Contract, delivery of the Goods shall be deemed to have been completed at 9.00 am on the fifth day after the day on which the Company notified the Customer that the Goods were ready and the Company shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance) or sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract. If 14 days after the day on which the Company notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Company may resell or otherwise dispose of part or all of the Goods.

4.5 The Company 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 or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.6 A claim by the Customer which is based upon loss or damage to the Goods in transit shall in the case of loss be reported within 24 hours of the due date for delivery as notified by the Company to the Customer and in the case of damage be reported within 24 hours of delivery. If delivery is not refused, and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such loss or damage, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

5. QUALITY

5.1 The Company warrants that on delivery, the Goods shall conform in all material respects with their description and any applicable Specification and be free from material defects in design, material and workmanship.

5.2 A claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with Specification shall (whether or not delivery is refused by the Customer) be notified to the Company within 24 hours from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

5.3 Subject to clause 5.4, if the Customer gives notice in writing to the Company in accordance with clause 5.2 that some or all of the Goods do not comply with the warranty set out in clause 5.1 and the Company is given a reasonable opportunity of examining such Goods and the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's cost, the Company shall, at its option, repair or replace the defective Goods, or refund, if paid, the price of the defective Goods in full.

5.4 The Company shall not be liable for Goods' failure to comply with the warranty set out in clause 5.1 if the Customer makes any further use of such Goods or sells them after giving notice in accordance with clause 5.2, the defect arises because the Customer failed to follow the Supplier's or the Company's oral or written instructions as to the storage or use of the Goods or (if there are none) good trade practice regarding the same, the defect arises as a result of wilful damage, negligence, or abnormal storage or working conditions or the Goods differ from their description and or any other Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.5 Except as provided in this clause 5, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.6 EXCEPT AS SET OUT IN THESE CONDITIONS, ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THE CONTRACT.

6. TITLE AND RISK

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the Company has received payment in full (in cash or cleared funds) for the Goods and any other goods or services that the Company has supplied to the Customer.

6.3 Until title to the Goods has passed to the Customer, the Customer shall hold the Goods on a fiduciary basis as the Company's Bailee, store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property, not remove, deface or obscure any identifying mark or packaging on or relating to the Goods, maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery, notify the Company immediately if it becomes subject to any of the events listed in clause 6 and give the Company such information relating to the Goods as the Company may require from time to time but the Customer may resell or use the Goods in the ordinary course of its business.

6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.2, or the Company reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold or used and without limiting any other right or remedy the Company may have, the Company may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. PRICE AND PAYMENT

7.1 Unless otherwise agreed in writing the price of the Goods shall be the price set out in the Company's published price list in force as at the date of delivery.

7.2 The Company may, by giving notice to the Customer at any time up to 14 days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in the price charged by the Company of the Goods, Labour, materials and other manufacturing costs), any increase in the price of the Goods charged by the Supplier to the Company, any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or instructions.

7.3 Except as otherwise agreed in writing between the Company and the Customer, the price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to and payable by the Customer.

7.4 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

7.5 The Company may invoice the Customer for the Goods on or at any time after the completion of delivery, unless the Buyer wrongfully fails to take delivery of the Goods, in which event the Company shall be entitled to invoice the Buyer for the price at any time after the Customer has notified the Buyer that the Goods are ready for collection or (as the case may be) the Customer has tendered delivery of the Goods.

7.6 The Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Company. Time of payment is of the essence. The Company shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Customer. Receipts for payment will be issued only upon request.

7.7 If the Customer fails to make any payment due to the Company under the Contract by the due date for payment (**due date**), then the Company may cancel the contract or suspend any further deliveries to the Customer, appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Company and the Customer) as the Company may think fit (notwithstanding any purported appropriation by the Customer) and the Customer shall pay interest on the overdue amount at the rate of 4% per annum above National Westminster Bank's plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

7.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding.

8. CUSTOMER'S INSOLVENCY OR INCAPACITY

8.1 If the Customer becomes subject to any of the events listed in clause 8.2, or the Company reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Company, the Company may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Company without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

8.2 For the purposes of clause 8.1, the relevant events are the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due; the Customer makes a proposal for or enters into any compromise or arrangement with any of its creditors; a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer; the Customer is the subject of a bankruptcy petition or order; a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets; an application is made to court, or an order is made, for the appointment of an administrator, a receiver or administrative is appointed over the Customer's assets; the Customer suspends or ceases to carry on all or substantially the whole of its business; the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

8.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

9. LIMITATION OF LIABILITY

9.1 Nothing in these Conditions shall limit or exclude the Company's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable), fraud or fraudulent misrepresentation, breach of the terms implied by section 12 of the Sale of Goods Act 1979, defective products under the Consumer Protection Act 1987 or any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.

9.2 Subject to clause 9.1 the Company shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract and the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Goods.

10. RETURNS.

Returns can only be accepted, if correctly packaged and re-saleable and may be subject to a re-stocking of between 12.5% - 25% at the discretion of Aesthetic Source. Please read in conjunction with 4.6.

11. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event.

12. GENERAL

12.1 The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Company.

12.2 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

12.3 A person who is not a party to the Contract shall not have any rights under or in connection with it.

12.4 Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Company.

12.5 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.