

**Standard Terms and Conditions of Acceptance of Order for the Service & Repair of Equipment
by Australian Aesthetic Devices Pty Ltd (trading as the Aesthetic Bureau)** ACN 167 565 344

A: On Australian Aesthetic Devices Pty Ltd (herein known as the Aesthetic Bureau) acceptance of the Owner's order, which acceptance will occur by the Aesthetic Bureau's representative booking a service time with the Owner's representative, the following terms and conditions apply to the arrangement. Upon acceptance by the Aesthetic Bureau, the Aesthetic Bureau will assist in organising shipping or if agreed, attend to Owner's premises to service (the concept of service includes the concept of maintenance) and or repair (where it is able to do so) the equipment ("the equipment") described in the invoice form.

B: The Owner shall pay to the Aesthetic Bureau as payment for shipping and or the attendance at the owner's premises, and the service and or repairs that it is able to carry out on the equipment the Service & or Repair & or Attendance Fees and Charges specified in the invoice. The owner also acknowledges to the Aesthetic Bureau, that where the Aesthetic Bureau's representative are required to travel, the Owner will pay for the travel time, travel expenses and accommodation and reasonable per diem expenses.

C: The Owner will be solely responsible for keeping all of the equipment safe from any harm or damage no matter how caused or whoever is responsible and separately hereby indemnifies the Aesthetic Bureau against any loss, destruction or damage to the equipment by any cause whatsoever which the Aesthetic Bureau might or may suffered from its attendance at the premises and or its service and or repair of the equipment.

1/. Australian Aesthetic Devices Pty Ltd ("the Aesthetic Bureau") business includes the service and or repair of quality laser, radiofrequency, LED and other equipment, for use in medical cosmetic and beauty therapy.

2/. The Aesthetic Bureau's service of the equipment is the carrying out the steps of services as recognised within the Aesthetic industry and recommended by the manufacturer, specifically taking into account the wear & tear on the equipment as well as the requirements that equipment be used by full trained operators, be properly maintained and regularly serviced and not be changed, altered or modified. The Owner acknowledges that nothing in the service regime can alter any wear and tear that exists on the equipment for service. This warranty is the sole extent of the Aesthetic Bureau liability for service.

3/. The Aesthetic Bureau's repair of the equipment is the carrying out those repairs on those parts of the equipment that a service person is in their normal steps of services is capable of repairing as specified by the manufacturer in accordance with manufacturer's service manual specifically taking into account the wear & tear on the equipment as well as the manufacturer's requirements that equipment be used by fully trained operators, be properly maintained and regularly serviced and not be changed, altered or modified. The Owner acknowledges that nothing in the repair regime can alter any wear and tear that exists on the equipment for repair or that the equipment or parts for repair are not as new, but will have a limited life as a repaired part. The Aesthetic Bureau will only repair a part that will last for 14 days of use otherwise the part has to be shipped at the owner's expense back to the manufacturer or repairer sourced and approved by the Aesthetic Bureau. This warranty is the sole extent of the Aesthetic Bureau liability for repairs.

4/. Unless, requested as otherwise, and with additional payments for any urgent service, the Aesthetic Bureau will arrange for the service and or repair of the equipment to be delivered to the Owner within the Aesthetic Bureau's normal working cycle.

5/. The Owner acknowledges to the Aesthetic Bureau that the equipment incorrectly unpacked, assembled at the Owner's designed site for use, commissioned and not used carefully in accordance with the manufacturers specifications and manuals, maintained and serviced, may be dangerous to people, animals and operation of the equipment, the Owner undertakes not to use and operate the equipment without strict compliance to each of those aforementioned requirements. Accordingly, as a strict condition of this service and or repair service, the Owner undertakes (and as a further undertaking if required) to the Aesthetic Bureau that it has and will only access use and operate the equipment as follows:

- a) Properly trained users and operators in the equipment have and will unpack, assemble, test and commission the equipment for use.
- b) It is the Owner's sole responsibility to use and retain properly trained users and operators of the equipment and any costs of further training or training of new users and operators will be at the Owner's expense solely.
- c) For this purpose a "properly trained user(s) and operator (s)" is a person who has the necessary academic, professional, trade qualifications and skills, Federal, State and local government's certificates and registration as required to properly understand the manufacturer's requirements needed to safely use and operate the equipment; which user and or operator the Owner undertakes to the Aesthetic Bureau will maintain his or her skills as an user and operator in a up to date manner. It is the Owner's and not the Aesthetic Bureau's responsibility to ensure each user and operator nominated by the Owner has been or is properly qualified.
- d) At all times only properly qualified and trained users and operators has been or will be allowed to use and operate the equipment by the Owner. If the Owner has any doubts in regards to use, the Owner will seek from the Aesthetic Bureau, the information that correctly answers its doubts.

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- e) The Owner undertakes that all users and operators are not only properly qualified and trained in the use of the equipment, but will also maintain proper continuous update of education and training program for such users and operators. The Owner acknowledges that its management regime will ensure that each user and operator has and will regularly read and update themselves with bulletins posted to the manufacturer's and as well as relevant health services and Australian Standards web sites and bulletin boards.
- f) The users and operators of equipment have and will only use and operate the equipment in strict compliance with manufacturer's or health service requirements whichever is the more onerous. In addition, the users and operators, have and will exercise a standard of care in treatment of patients with full knowledge that mis-application can result in damage and or harm and if the user and operator as a fully qualified and properly trained person has any suspicions that harm or damage may occur, treatment will immediately cease and expert medical opinion sought.
- g) In using the equipment on any customer and or patient, the users and operators of the equipment have and will always ensure that proper safety glasses are worn by all parties in the treatment room and further carry out proper skin tests setting the equipment at the lowest possible power output setting and only increasing the power output settings in a safe and prudent manner.

7/. The Aesthetic Bureau has and will service and or repair for the Owner and the Owner retains the Aesthetic Bureau to service and repair, only the equipment listed on the invoice and not other equipment, parts accessories or serviced, other than specifically specified in these terms and conditions are included. The Owner acknowledges that any other equipment, part accessories or service will be at an additional cost to the Owner, and unless otherwise negotiated in advance, at the Aesthetic Bureau standard list price.

8/. Specially, to keep the costs of equipment, part accessories or service reasonable the Aesthetic Bureau has not taken into account any responsibility for economic or consequential loss to the Owner or its customer (s), or any loss or injury to any staff member, contractors or patients of the customers, and the Owner accepts and agrees that the Aesthetic Bureau is not responsible for any economic or consequential loss, or loss or injury to its staff contractors or patients.

9/. The Owner agrees that it remains solely responsibly as between itself and the Aesthetic Bureau for the proper use of the equipment, parts and or accessories in accordance with the manufacturer's standard operating requirements and instructions. In particular the Owner agrees to indemnify the Aesthetic Bureau and hold it totally harmless from any damage or loss caused by the equipment, part or accessory being used in any way other than in accordance with those standard operating instructions or breach of any of the Owner's commitments and undertakings in these terms and conditions or specified with the Owner elsewhere.

10/. In the event that the equipment, part or accessory needed for the service and or repairs does not arrive at the Owner's designated address in proper working order or in merchantable quality or are lost in transit, then the Aesthetic Bureau, if in its possession and capacity will provide a substituted equipment part or accessory, on condition that the customer assigns to the Aesthetic Bureau an entitlement to reclaim the cost of the against the couriers or any other party who was responsible for the loss, until the re-order equipment, part or accessory is received in accordance with the Aesthetic Bureau's business cycle. The Aesthetic Bureau has no responsibility to the Owner for any loss or damage to the equipment, part or accessory damaged or lost in transit.

11/. Provided the Aesthetic Bureau properly ships the equipment, parts or accessories, the Owner acknowledges and agrees with the Aesthetic Bureau, that its right to claim for any loss and damage for any faulty equipment, part or accessory is limited to a claim against the manufacturer's of the equipment, part or accessory or its courier, and the Aesthetic Bureau will be specifically held harmless by the Owner from any claim or demand in for loss or damage in that regard.

12/. In placing this order, the Owner represents to the Aesthetic Bureau that it has the financial means to immediately pay the hire fee or price, independently of any charge fee or income that it can or will earn from use of the equipment upon its patients and or customers. In the event that payment is not received by the Aesthetic Bureau in full by the due date, the Owner hereby provides the Aesthetic Bureau with irrevocable authority to repossess the equipment, part or accessories, including an absolute right of entry to the place where the equipment, part or accessory is held, and at the Aesthetic Bureau's absolute discretion, acknowledges the Aesthetic Bureau may re sale the equipment part or accessory, keep the proceeds and claim any loss including the costs of recovery storage preservation sales and interest from the Owner. In the event the customer is late in payment, as a separate entitlement the Aesthetic Bureau is entitled to interest on the balance outstanding at a rate of the Penalty Interest rate in Victoria plus 2%.