

Standard Terms and Conditions for Service Contract
from Australian Aesthetic Devices Pty Ltd (trading as the Aesthetic Bureau) ACN 167 565 344

1. Definition of Services. The levels of service offered by the Aesthetic Bureau during the period as specified in the invoice form is:

a. Fully comprehensive. The Aesthetic Bureau shall repair the product in the event of breakdown in accordance with the "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)". No additional charge for labour or parts shall be invoiced.

Heads, hand pieces, water filters, consumables and disposables are not included as parts.

Additionally, the Aesthetic Bureau will provide one periodic preventive maintenance service in accordance with the Aesthetic Bureau's standards for the Product. Additional charges may apply for items used that are not included under the terms of this agreement.

Service Contract's on systems over 3 years old or remotely located may incur additional cost.

2. Rendition of Services. The Aesthetic Bureau shall render the services at the Service Address through trained and competent personnel. In rendering the services, The Aesthetic Bureau may use parts that are refurbished and/or as new. Any moving of the Product from the installed site at the Service Address shall be coordinated with The Aesthetic Bureau. Additional charges for moving, installation, calibration and other related activities may apply. Additional service fees may apply if the new location is more than 20km from the original Service Address.

3. Response Time. If Customer reports a problem by 13:00 (one p.m.) on a business day, the initial telephone response by The Aesthetic Bureau will be within four (4) hours. If the problem is reported after 13:00 (one p.m.) on a business day, the initial telephone response will be by 13:00 (one p.m.) of the next business day. An onsite visit and response to emergencies shall be as quick as commercially reasonable.

4. Limited Warranty. The Aesthetic Bureau warrants that parts and accessories supplied and labour performed hereunder will be free from defects in materials and workmanship for ninety (90) days from the date of service (the "Warranty Period"). During the Warranty Period, such parts and accessories will be repaired or replaced at The Aesthetic Bureau's sole option and any necessary labour will be performed at no charge to Customer. Such repair or replacement shall be the Aesthetic Bureau's sole obligation and Customer's sole remedy hereunder and shall be conditioned upon return of the replaced parts to the Aesthetic Bureau, F.O.B. the Aesthetic Bureau's facility. The foregoing limited warranty shall be void and of no effect if: (a) anyone other than the Aesthetic Bureau or a person acting on the Aesthetic Bureau's express or written instructions removes the casing or makes or attempts to make any modifications, repairs, attachments or additions to the Product or moves the Product if installation is required; (b) the Product is not maintained or operated in accordance with the Aesthetic Bureau instructions or non-the Aesthetic Bureau authorized / 3rd party parts are used on it or has been subjected to misuse, abnormal conditions or negligent handling or operation; or (c) the product is resold, leased or rented to or for the use by any person other than Customer. If void, there will be no refunds.

5. Exclusions. No representations or warranty by any person shall arise from any description of, or claims regarding, the Product or its effectiveness or ability to achieve any particular clinical result(s), whether written or oral, contained in specifications, samples, bulletins, marketing or promotional materials or similar statements made or furnished to Customer by any person. Use of the Product requires the exercise of sound medical judgment, and clinical results may vary based on operator skill and experience, patient suitability, patient response to treatment, and other factors beyond the control of the Aesthetic Bureau. The Aesthetic Bureau makes no representation or warranty of revenue or profits from use of the Product, and no such representation or warranty shall arise from projections, studies, illustrations, marketing or promotional materials, or other statements or materials made or furnished to Customer by any person.

6. WARRANTY DISCLAIMER. THE ABOVE LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL; THE AESTHETIC BUREAU DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE AESTHETIC BUREAU BE LIABLE FOR LOSS OF USE, LOSS OF PROFITS, PUNITIVE DAMAGES, ATTORNEY'S FEES AND EXPENSES, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, OR ANY OTHER DIRECT OR INDIRECT DAMAGES WHATSOEVER