

TERMS AND CONDITIONS OF SERVICE

LPG 4 BUSINESS™ - LPG SYSTEMS UK



1. GENERAL PRESENTATION OF SERVICES

The Services provided are included as part of the purchase of the Device and the scope and range of the Services are determined by the financing method selected for the purchase of the Device as shown in the table below:

SERVICES	FINANCING METHOD		
	OPERATIONAL* RENTAL	LEASING	PERSONAL
E-learning (Cl. 3.1 A infra)	NO CHARGE Full access**	NO CHARGE Partial access	NO CHARGE Partial access
Face-to-face training (Cl. 3.1 B infra)	NO CHARGE (6 days** face-to-face) The Essentials and/or Expert Training	NO CHARGE (4 days face-to-face) The Essentials Training	NO CHARGE (4 days face-to-face) The Essentials Training
Initial commercial guarantee (Cl. 3.2.1 infra)	NO CHARGE	NO CHARGE	NO CHARGE
Extension of guarantee (Cl. 3.2.2 infra)	NO CHARGE**		

* Refurbished devices from the Cellu M6® Endermolab and Cellu M6® Integral ranges are not eligible for operational rental financing contracts and as such, are not entitled to the Services associated with such long-term rental financing arrangements.

** For devices in the Mobilift M6® range under operational rental financing contracts, the Services provided shall include:

-Access to E-learning (restricted access);

-4 days of face-to-face training.

Warranty extension is expressly excluded from the scope of the Services.

2. COMMON PROVISIONS

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 2.6 (LIMITATION OF LIABILITY).

2.1. DEFINITIONS

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to

time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant authority and applicable to LPG SYSTEMS UK.

Device means the LPG® professional equipment leased or purchased by the Customer from LPG SYSTEMS UK, as further specified herein.

For the aesthetic market, the term 'Device' shall include:

- New, refurbished, or demonstration professional equipment from the Cellu M6 INFINITY®, Cellu M6 Alliance®, and MOBILIFT M6® Connect ranges; and
- Refurbished or demonstration professional equipment from the Cellu M6® Integral, Cellu M6® Endermolab, and MOBILIFT M6®S ranges.

For the medical market, the term 'Device' shall include:

- New, refurbished, or demonstration professional equipment from the Cellu M6 Alliance® range;
- Professional equipment from the HUBER 360® EVOLUTION range (new) and refurbished HUBER 360® upgraded Evolution models; and
- Refurbished or demonstration professional equipment from the Cellu M6® Integral and Cellu M6® Endermolab ranges.

Customer means the natural person or legal entity that has either signed a purchase order with LPG SYSTEMS UK LTD, incorporated and registered under number 13116124 with registered office address Wilberforce House, Station Road, London NW4 4QE, United Kingdom and subsidiary of LPG SYSTEMS, a simplified joint-stock company established under French law with its registered office address at 30 rue du Dr Abel 26 902 Valence Cedex 09, France (hereafter '**LPG SYSTEMS UK**'), placed an order with LPG SYSTEMS UK by any other means, or is already equipped of a Device.

Services means the LPG4BUSINESS™ services designated on the Service subscription order form. These services are provided by LPG SYSTEMS UK or any third party designated by it, under the general terms and conditions of service defined below. The list of the Services offered by LPG SYSTEMS UK is specified in paragraph 1. above, however LPG SYSTEMS UK reserves the right to modify the Services and these terms and conditions of service at any time.

Effective Date means the date the Service subscription order form has been signed by all parties.

Period of Execution means the period during which the Services are delivered to the Customer, as specified in the Service subscription order form.

- In the case of operational rental, the Services are provided for the duration of the contract (including any extensions).
- For leasing, the Services are provided for the duration of the contract (until the purchase option is exercised or the Device is returned).
- In the case of personal financing or cash payment, the Services are provided for a period of 24 months.

Platform means the online training platform made available to the Customer by LPG SYSTEMS UK as part of the E-learning Services.

2.2 PRELIMINARY DECLARATIONS

2.2.1 The Customer declares and acknowledges having been informed by LPG SYSTEMS UK that the use of the Devices for professional purposes requires:

- - being professionally qualified as intended by applicable regulations. In case of doubt, it is up to the Customer to carry out prior checks on the regulations applicable to it, by approaching its supervisory body, if necessary; and
- - following, as a minimum, an initial specific training provided by LPG SYSTEMS UK.

2.2.2 In the event of non-compliance with these conditions, LPG SYSTEMS UK shall not be held liable under any circumstances for any claims arising therefrom.

2.3. PURPOSE AND BASIS OF CONTRACT

2.3.1 The purpose of these general terms and conditions of service (hereafter the '**TCS**') is to define the conditions under which LPG SYSTEMS UK will perform the Services from the Effective Date and for the Period of Execution.

2.3.2 The Service subscription order form constitutes an offer by the Customer to purchase the Services in accordance with these TCS.

2.3.3 The Service subscription order form shall only be deemed to be accepted from the Effective Date at which point and on which date the contract shall come into existence.

2.3.4 Any drawings, descriptive matter or advertising issued by LPG SYSTEMS UK, and any descriptions or illustrations contained in catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the contract or have any contractual force.

2.3.5 By subscribing to the Services, the Customer fully and unconditionally agrees to these TCS. No special or general purchase conditions shall prevail over these TCS unless expressly agreed in writing by LPG SYSTEMS UK.

2.4. IMPROVEMENT OF THE SERVICES

LPG SYSTEMS UK reserves the right to amend the TCS or the scope of the Services to enhance the quality of the Services and Customer satisfaction, or to meet legal, regulatory, or security requirements. Any such amendments will be notified to the Customer by reasonable means, prior to their implementation. The Customer's continued use of the Services following any modification to the TCS shall be deemed an acceptance of the revised terms, thereby waiving any right to dispute or challenge such amendments

2.5. DATA PROTECTION

2.5.1 LPG SYSTEMS UK shall comply with all the obligations imposed on a controller under the Data Protection Legislation

2.5.2 The Customer expressly authorises LPG SYSTEMS UK to collect personal data concerning them, namely their last name, first name, postal address, e-mail address and telephone number, for management of the Services ('**Personal Data**').

2.5.3 The Customer is informed that LPG SYSTEMS UK processes the Personal Data concerning them.

2.5.4 In accordance with the Data Protection Legislation, the Customer is informed that LPG SYSTEMS UK, as a data controller, implements the processing of the Personal Data, the main purposes of which is to manage and process orders, as well as its commercial relations with the Customer. Mandatory data is identified as such at the time of collection. Without such data, the Customer's order cannot be taken into account. This data is collected for use by LPG SYSTEMS UK and is retained for the duration of the commercial relationship. It may be shared with LPG SYSTEMS UK's partner transporters and/or its subcontractors and, specifically, the company responsible for providing and managing the e-learning platform, as well as service providers supporting the connected communication tool ('**Permitted Recipients**'). The data may also be re-used by LPG SYSTEMS UK to personalise its commercial offers, optimise its services and segment its customer base; in this context, LPG SYSTEMS UK uses automated processes to analyse the Personal Data. LPG SYSTEMS UK ensures that Permitted Recipients are subject to written contractual obligations concerning the Personal Data (including obligations of confidentiality), which are no less onerous than those imposed on LPG SYSTEMS UK.

2.5.5. LPG SYSTEMS UK or any Permitted Recipient will not transfer any of the Personal Data outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any of the Personal Data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

2.5.6 The Customer is informed that they have a right of access, rectification and deletion of data concerning them, a right of limitation or opposition to processing on legitimate grounds, a right to define general and specific guidelines for the post-mortem management of their data, as well as a right to the portability of their data. They may also object at any time to any automated decision-making concerning them, request human intervention in these decisions and/or challenge their merits.

2.5.7 The Customer may exercise their rights by sending a letter to the email address dataprivacy@lpgsystems.com.

2.5.8 The Customer may also file a complaint with a competent supervisory authority.

2.5.9 Depending on the Customer's choices, their personal data may be processed for other purposes:
-The Customer may authorise LPG SYSTEMS UK to include their contact details in its directories of Business Customers equipped with LPG® Devices (in particular on the "Store Locator" of its websites), in order to facilitate the search by end customers.
-The Customer may authorise LPG SYSTEMS UK to send its newsletters and/or commercial offers for prospecting purposes, in connection with the Customer's business and the LPG SYSTEMS UK Devices.
-As part of the customer relationship, LPG SYSTEMS UK may, at any time, offer the Customer additional services to optimise and develop its LPG® business.

2.5.10 The Customer may withdraw their consent and object to each of these uses, at any time, by contacting LPG SYSTEMS UK in the manner indicated above.

2.5.11 LPG SYSTEMS UK ensures that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

2.6. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

2.6.1 LPG SYSTEMS UK is solely responsible for all logistical and human resources to be implemented to ensure proper performance of the Services.

2.6.2 Deadlines are provided for reference only and are not of the essence. LPG SYSTEMS UK cannot be held liable for delays caused by its suppliers or subcontractors.

2.6.3 LPG SYSTEMS UK's liability shall be excluded for the types of loss that are set out below:

- (a) loss of profits or revenue.
- (b) loss of sales or business or loss of clientele.
- (c) loss of agreements or contracts.
- (d) loss of anticipated savings.
- (e) loss of use or corruption of software, data or information.
- (f) loss of or damage to goodwill.
- (g) indirect or consequential loss.
- (i) damage to reputation; and
- (j) damage caused by any commercial disruption.

2.6.4 The Customer uses the Platform at their own risk, and LPG SYSTEMS provides no guarantees against defects or damages arising from misuse, abuse, improper handling, or the use of defective or incompatible equipment. LPG SYSTEMS UK, its shareholders, officers, subsidiaries, affiliates, employees, and suppliers shall not be held liable for any damages—whether direct, indirect, incidental,

consequential, or punitive—arising from use of or inability to use the Platform; unauthorised access to or alteration of data or transmissions; third-party actions or statements, access difficulties, reliance on inaccurate content, or any other matter related to the use of the Platform. This limitation of liability includes, but is not limited to, losses excluded under clause 2.6.3.

2.6.5 The Customer is solely responsible for protecting their equipment from viruses, malware, or other harmful programs that may circulate online. The Customer agrees to implement appropriate security measures to safeguard their devices while accessing the Platform.

2.6.6 Nothing in the TCS limits any liability which cannot legally be limited, including but not limited to liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; and

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

2.7. FORCE MAJEURE

2.7.1 LPG SYSTEMS UK cannot be held liable for non-performance, failures or delays in the performance of any of its obligations due to the occurrence of a case of force majeure. By express agreement between the Parties, the following such events shall produce the effects of force majeure, notably, sectoral or national social movements, riots or attacks, acts of war, blockages of transport of any kind, electrical or telephone breakdowns, fires, explosions, epidemics, pandemics, natural disasters.

2.7.2 In the event that the case of force majeure exceeds one (1) month after notification of its occurrence, LPG SYSTEMS UK will have the right to immediately and automatically suspend the Services, without compensation being able to be claimed for this purpose.

2.7.3 The Customer acknowledges that the Internet and digital communication networks are subject to disruptions, outages, or saturation beyond the control of LPG SYSTEMS UK. As such, LPG SYSTEMS UK shall bear no liability for any interruption, malfunction, or data loss attributable to such external factors or events of force majeure.

2.8. ENTIRE AGREEMENT

2.8.1 The contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

2.8.2 Each party acknowledges that in entering into the contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the contract.

2.8.3 Nothing in this clause shall limit or exclude any liability for fraud.

2.9. APPLICABLE LAW - JURISDICTION

These TCS, and any dispute or claim (including non-contractual disputes or claims) arising from or relating to them, shall be governed by and interpreted in accordance with the laws of England and Wales and shall be irrevocably subject to the exclusive jurisdiction of the courts of London.

3. DESCRIPTION OF THE SERVICES

Throughout the Period of Execution, the Customer will benefit from the Services designated on its Service subscription order form, under the conditions detailed below.

3.1. E-LEARNING AND FACE-TO-FACE TRAINING

A. E-LEARNING

3.1.1 Access and security of the Platform:

Access to the Platform is granted through the use of a unique login and password, which the Customer is required to customize. The Customer bears full responsibility for the management of its login credentials and is exclusively liable for their protection and confidentiality.

The Customer agrees to implement all necessary measures to maintain the absolute confidentiality of these credentials. LPG SYSTEMS UK shall not be held liable for any loss, theft, or unauthorized use of the Customer's login credentials.

The Customer further agrees to log out of their account at the end of each session to prevent unauthorized access. LPG SYSTEMS UK advises the Customer to adopt secure passwords that are sufficiently complex to resist identification through automated tools or third-party guessing.

The Customer's login credentials are strictly for the purpose of accessing the Platform to ensure the security and integrity of the data stored within it. Any other use is prohibited to preserve the confidentiality and security of the Platform.

The Customer's login credentials are strictly personal and non-transferable. They may not be shared with any third parties or used by other individuals or users. Any access to the Platform using the Customer's login credentials shall be conclusively presumed to have been performed by the Customer, who remains fully liable for all activities conducted under their account.

In the event the Customer suspects or becomes aware of any unauthorised or fraudulent use of their account and/or identity, they are obligated to notify LPG SYSTEMS UK immediately by email at customerinfo@lpg-uk.com.

Failure to provide prompt notification may result in the Customer being held liable for any resulting unauthorised activities.

3.1.2 Difficulties in accessing and using the Platform:

In the event of difficulty in using the Platform, the Customer may obtain telephone assistance by contacting the LPG SYSTEMS UK Training Department at +44 2045383811 (non-surcharged number), during Business Hours.

3.1.3 Access and equipment requirements for use of the Platform

The Customer acknowledges that access to the Platform is available via a computer, phone, or tablet using the following URL: lpg-academy.com.

It is the Customer's responsibility to ensure that the equipment used to access the Platform meets the following technical specifications:

For computers:

- Screen resolution: Minimum 1024x768 pixels.
- Browser: Chrome, Firefox, Edge, Safari, Opera, or Chromium, updated to a version released within the past two (2) years.
- Audio: Headphones or speakers must be available if the content includes audio.
- Operating System: Windows, MacOS, or Ubuntu Linux.
- Plugins: Active plugins (e.g., AdBlocker) may disrupt functionalities, such as opening pop-ups or displaying specific content.
- Network connection: A reasonable data speed, such as 4G, 5G, Wi-Fi, or wired internet, is required.

For phones and tablets:

- Screen Resolution: Minimum 800x480 pixels.
- Browser: Chrome, Firefox, Edge, Safari, Opera, or Chromium, updated to a version released within the past two (2) years.
- Audio: Headphones or speakers must be available if the content includes audio.
- Operating System: AndroidOS, iOS, LineageOS, /e/OS, or HarmonyOS.

- Plugins: Active plugins (e.g., AdBlocker) may disrupt functionalities, such as opening pop-ups or displaying specific content.
- Network Connection: A reasonable data speed, such as 4G, 5G, Wi-Fi, or wired internet, is required.

The Customer must also ensure that their equipment is sufficiently powerful (CPU, memory, etc.) to handle the volume of data processed on the Platform. Additionally, the Customer must possess up-to-date and legally acquired licenses for software compatible with the file formats used on the Platform. LPG SYSTEMS UK assumes no liability for issues arising from incompatibility between the Customer's equipment and the Platform or for disruptions caused by plugins or insufficient hardware/software specifications. The Customer accepts full responsibility for maintaining suitable equipment and network conditions to access the Platform.

3.1.4 Objectives of the Platform:

The Platform is designed to serve the following purposes:

- Organizing and planning the Customer's training
- Providing training: Enabling the Customer to complete training courses focused on the proper use of LPG® Devices.
- Evaluation and certification: Assessing the Customer's understanding and skills, and issuing certifications attesting to the successful completion of training.
- Knowledge enhancement: Supporting the Customer in deepening their knowledge of LPG® techniques through varied and regularly updated materials, as well as interactive exchanges with LPG SYSTEMS UK.

The availability and format (available for download or online viewing) of the Platform to which access is granted to the Customer depend on the financing method chosen for the Device and any associated services as outlined paragraph I. above. LPG SYSTEMS UK retains sole discretion over whether materials are downloadable or viewable online only.

By accessing and using the Platform, the Customer agrees to use its resources strictly for the purposes outlined in this clause and in accordance with the rules and limitations described herein.

3.1.5 Additional services: The Customer may enhance their service offerings by purchasing access to supplementary modules and media as available on the Platform.

3.1.6 Interactive forum:

The Platform provides an interactive forum enabling the Customer to post comments. The purpose of this forum is to foster constructive expression and contributions related to the training materials and content available on the Platform. Customers are encouraged to share their opinions in a fair, respectful, and constructive manner.

The Customer expressly acknowledges that it is strictly forbidden to publish any content on the Platform that violates applicable laws, regulations, public policy, or moral standards, or that infringes the rights of third parties. Such prohibited content includes, but is not limited to: Defamatory, derogatory, offensive, obscene, discriminatory, or threatening content; Content that infringes intellectual property rights of third parties; Content containing personal data of third parties or images of individuals without their express consent; and Content infringing upon the privacy rights of individuals without their authorization.

3.1.7 Intellectual property:

All titles, designs, forms, and content of the Platform—including trademarks, text, color arrangements, illustrations, photographs, images, general architecture, and software components (including source code and compilations)—are the exclusive property of LPG SYSTEMS or are used under rights specifically granted to LPG SYSTEMS. The Customer is granted a limited, non-exclusive right to use materials available on the Platform solely for individual and personal training purposes. The reproduction, representation, exploitation, or distribution of such materials for any other purpose is strictly prohibited.

B. FACE-TO-FACE TRAINING

3.1.8 The Customer shall be entitled to attend face-to-face training sessions during the Period of Execution, commencing from the date of delivery. This entitlement applies exclusively to the 'Les Essentiels' and/or 'Expert' training modules, subject to the method of financing the Device, as outlined below:

- Six (6) training days for Customers who have acquired their Device through a financial lease;
- Four (4) training days for Customers who have financed their Device through leasing or personal financing.

3.1.9 The 'Specialist' training courses (including but not limited to breast cancer and maxillofacial training, tailored for the medical market) are expressly excluded from the scope of these conditions. Attendance at such courses will be invoiced at the prevailing rates effective on the date of the order.

3.1.10 Eligibility to participate in face-to-face training is contingent upon the following cumulative requirements:

- Possession of professional qualifications as defined under applicable regulations for the use of LPG® devices;
- Prior completion of the "Les Essentiels" training module as a prerequisite for attendance at other modules, including 'Expert' or 'Specialist';
- Successful completion and validation of the theoretical 'Expert' or 'Specialist' modules offered via e-learning prior to the corresponding face-to-face training session.

3.1.11 For any issues or concerns related to enrolment, the Customer may contact +49 1724371570 during Business Hours.

3.2. GUARANTEE

3.2.1 Initial commercial Guarantee

The Customer is entitled to an initial standard warranty covering defects in design or manufacturing (excluding wear parts), valid for the following periods:

- **New Devices: Two (2) years from the invoice date or one thousand (1,000) operating hours, whichever occurs first;**
- **Reconditioned (Used) Devices: One (1) year from the invoice date.**

Warranty exclusions: The warranty does not cover damage resulting from: (i) Non-compliance with network connection, installation, and/or usage guidelines; (ii) Installation not performed in accordance with applicable legal or regulatory provisions in the country of use; (iii) Use exceeding professional qualification or competence; or (iv) Misuse or improper operation of the Device.

Additional exclusions are listed in the User Guide of the Device and include modifications, accessory assemblies, or disassembly of the Device, as well as any intervention not specified in the LPG SYSTEMS UK User Guide and carried out by the Customer or an unauthorized third party.

The warranty expressly excludes ongoing supplies, consumables, and normal wear parts. Specifically, the operating life of treatment heads for the Cellu M6® and MOBILIFT M6® Series Devices is limited to one thousand (1,000) operating hours.

3.2.2 Extension of guarantee

Customers leasing their Device under an operational rental agreement are entitled to an extended warranty covering the Device for the duration of the financial lease. The terms, conditions, exclusions, and limitations of the original warranty shall apply in full to the extended warranty period.

The extended warranty is strictly limited to curative interventions performed by an LPG UK technician and does not extend to preventive maintenance or services

Version updated on 17/01/2025