

TERMS AND CONDITIONS OF SALES DEVICES AND SPARE PARTS LPG SYSTEMS UK



1. Interpretation

1.1 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: the period from 9.00 am to 5.00 pm on any Business Day.

Commencement Date: has the meaning given in Clause 2.1

Contract: this contract is between LPG UK and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

Customer: the person or firm who purchases the Goods and/or Services from LPG.

Delivery Location: has the meaning given in Clause 3.1

Force Majeure Event: has the meaning given to it in Clause 11.1

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

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is agreed by the Customer and LPG.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Party: the person or entity who takes part in this Contract.

Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form.

Services: the services, including the Deliverables, supplied by LPG to the Customer.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 Interpretation:

a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

b) A reference to a party includes successors and permitted assigns.

c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

2. Formation of the Contract

2.1 The Contract shall be deemed created of the order form signed by the Customer. The conclusion of the contract implies full and unreserved acceptance of these T&Cs by the Customer.

2.2. 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 law, trade customs, practice, or course of dealing.

2.3. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with, or contained in any documents of the Customer that is inconsistent with these Conditions.

2.4. The order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specifications are complete and accurate.

2.5. A quotation for the Goods given by LPG shall not constitute an offer. A quotation shall only be valid for a period of [14] Business Days from its date of issue.

2.6. The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights or obligations under the Contract without the prior written consent of LPG.

3. Delivery

3.1 Each delivery of Goods shall be accompanied by the Order form, which will detail the delivery address, Customer contact number and Order reference number.

3.2 Transportation of Goods for standard delivery is at LPG's expense, unless otherwise agreed between the parties. In the event of delicate or difficult access for delivery of the Goods, additional charges may be billed to the Customer.

3.3 Delivery includes the services of unpackaging, recovery of packing materials and installation of the devices, ready to be plugged in.

3.4 LPG shall deliver the Goods to the location set out in the Order form or such other location as agreed between LPG and the Customer.

3.5. LPG's involvement in the transportation process or in the choice of carrier does not in any way give LPG the status and/or responsibilities of carrier or freight forwarder. The Customer is informed that he alone has the right to make any reservations on the day of delivery and to take any action against the carrier under the conditions of form and deadlines stipulated by the regulations in force.

3.6. The transfer of risks to the Goods occurs at the time of delivery to the address indicated on the order form. From the moment of delivery, the Customer assumes full responsibility for any damage to the Goods.

3.7. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. LPG is not liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide LPG with adequate delivery instructions.

3.8. LPG 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. Reservation of Title Clause

4.1 The risk in the Goods shall pass to the Customer on handover of delivery to the address indicated on the order form.

4.2 The Title to the Goods shall not pass to the Customer until LPG receives payment in full including all accessory sums, the principal amount and interest.

4.3 Until title to the Goods has passed to the Customer, the Customer shall:

- a) Store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as LPG's property.
- b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- d) give LPG such information as LPG may reasonably require from time to time relating to:
 - i) the Goods; and
 - ii) ongoing financial position of the customer

4.4. At any time before the title to the Goods passes to the Customer, LPG may require the Customer to deliver the Goods back to LPG, if full payment has not been received. If the Customer fails to do so promptly, LPG reserves the right to enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

5. Charges and Payment

5.1 The price of the Goods shall be set out in the Order form.

5.2 Prices are stated in GBP excluding taxes.

5.3 LPG may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- a) any factor beyond LPG's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- c) any delay caused by any instructions of the Customer or failure of the Customer to give LPG adequate or accurate information or instructions.

5.4 The price of the Goods:

- a) excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to LPG at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- b) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

5.5 The Customer undertakes to pay in advance the full amount of the order unless otherwise agreed between the parties.

LPG invoices are payable in pounds at LPG's head office.

5.6 If the Customer fails to make a payment due to LPG under the Contract by the due date, then, without limiting LPG's remedies under this Contract, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause will accrue each day at [4]% a year above the Bank of England's base rate from time to time, but at [4] % a year for any period when the base rate is below 0%.

5.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5.8 Late payment of all or part of an invoice shall trigger any other invoices which remain unpaid to become immediately payable. LPG reserves the right to terminate or suspend the performance of any outstanding order and/or any service, including maintenance.

6. Warranty

6.1 LPG's warranty for manufacturing defects is for a duration of two years or 1000 hours of use, starting from the invoice date (whichever is shorter). Refurbishment devices are guaranteed one year. Any warranty is conditional upon all servicing of machines being approved by LPG and spare parts being supplied by LPG.

6.2 If a new device has been resold, the initial warranty shall be transferred to the new purchaser for the remaining warranty period, provided LPG confirms it has been informed in writing of the sale.

The costs of the spare parts will be borne by LPG where appropriate, but any other costs (travel of technician, shipment, carriage) shall be borne by the Customer.

6.3 LPG shall be under no liability in respect of any defects arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the LPG's instructions (whether oral or in writing and supplied for this purpose), misuse or alteration or repair of Goods without LPG's approval.

6.4 LPG's warranty for spare parts is for a duration of six months as of their date of invoicing. This warranty does not extend the contractual warranty for the device itself. LPG's warranty for all repairs of LPG devices is for a duration of three months as of their date of invoicing. Spare parts which are essential for the use of the device will only be available for a period of seven years after the last release of the latest machine on the market.

6.5 No liabilities shall accrue to LPG arising out of the use of the Goods during or after warranty period for whatever reason including (but not exclusively) the following: direct and indirect damage to property, any matters arising out of the negligence of the Customer or agents, or employees and indirect and consequential loss and the Customer hereby indemnifies LPG in respect of all these matters.

7. Training

7.1 The use of LPG devices requires specific prior training (the "Initial Training") provided by LPG. Such training must be completed and paid for by the Customer prior to use the devices. The Customer undertakes to use the devices in accordance with the aforementioned training, User guide and/or the recommendations of LPG and indemnifies LPG from any claims whatsoever arising out of the use of the Goods after title has passed to the Customer.

7.2 The Customer has the option of benefiting from further training at a cost agreed upon between LPG and the Customer. All such further training shall be taken within 12 months from the date of the Order for further training. Initial training is designed to ensure safe use of the machine provided all procedure is affected and no negligence on part of the operative of the machine.

7.4 The Customer shall register for the training by phone at +44(0)2045383805 during office working hours.

8. Intellectual Property Rights

8.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual property Rights in any materials provided by the Customer) shall be owned by LPG.

8.2 LPG grants the Customer, throughout the duration of the use of the device a royalty free non-exclusive licence, to use the registered and filed trademarks, and/or registered, and/or exploited by LPG concerning devices. The Customer undertakes to use these trademarks as they are, without article or pronoun and always followed by the acronym ®, whenever used in any medium. The Customer shall ensure that no confusion can be made between the LPG devices and other products. The Customer shall not use any similar sign or characters in respect to LPG Goods. This includes the use of commercial sign, banner, e-mail address, ID, social media, domain name. The Customer's use of the LPG trademarks must comply with applicable regulations and the Customer will be liable if they do not comply with statutory prescriptions.

8.3 LPG will provide the Customer with visuals for mailings, catalogues, brochures and social media in order to allow the Customer to promote endermologie treatments. The Customer must mention "LPG SYSTEMS" for each visual provided by LPG.

8.4 The Customer must obtain approval from LPG for any communication it creates to disseminate or publish, which makes a direct or indirect reference to LPG Goods and/or trademarks.

8.5 The Customer undertakes to immediately cease the use of any visuals provided by LPG at their first request.

8.6 The use of LPG's trademarks and communication media shall stop at the time the Customer ceases the use of LPG devices. LPG reserves the right to take any measures and/or action against the Customer if it fails to comply with these provisions.

8.7 LPG grants the Customer a fully paid-up, non-exclusive, royalty free non-transferable licence to copy and modify any materials provided by LPG to the Customer for the term of use of the LPG device/s to capture and exploit its image along its name and surname for the Goods marketed by LPG, including any paper or online or any other digital media, subject to Clause 8.4.

8.8 The Customer expressly authorizes LPG to capture and exploit its image, along with its name and surname, in part or in whole, for the promotion of the GOODS marketed by LPG, in particular on the following media:

- any paper support including any periodical publication, POS advertising, posters, press articles, brochures, advertising inserts....,
- any online support, including LPG websites and its authorized distributors' websites, social network, any Intranet or Extranet network,
- any digital support (such as cd-rom, DVD) audio-visual, television or video support etc.

9-Personal data

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

9.2 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').

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

9.4 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.

9.5 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.

9.6 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.

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

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

9.9 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.

9.10 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.

9.11 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.

10. Insurance

The Customer declares that they have taken out an insurance policy with a reputable insurance company covering any and all liability of the Customer for any claims whatsoever arising out of its activities and its use of the Goods and including consequential damage.

11. Transfer of Property of the Device

LPG declines all liability in the event of resale by the Customer of a Device not serviced by LPG and/or in the event of resale to a third party (i) who has not completed the Initial Training referred to in Article 7 above and/or (ii) who does not have the professional skills required to use the Device.

The Customer indemnifies LPG against any claims by the third-party purchaser in this respect. In all cases of transfer of ownership to a third party, the Customer undertakes to inform LPG of the name and address of said third party.

12. Force Majeure

Neither LPG or the Customer shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues [Number] [weeks or months], the party not affected may terminate the Contract by giving [Number] [days] written notice to the affected.

13. Dispute Settlement

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