

## **Supplier Terms and Conditions**

This page and the documents referred to on it tell you the terms and conditions on which MO Scandinavia Ltd t/as Scandinavian Skincare Systems (“we” or “us”) supply for sale any of our Products (“Products”) as listed on our website [www.scandinavianskincare.com](http://www.scandinavianskincare.com) (“Website”) and / or used in our training academies and / or clinics. The term Products includes but is not limited to equipment and / or skincare products for professional clinic or home use.

Please read these Terms and Conditions carefully before you order any Product(s). Please note that by ordering any products, "you" (the buyer) are agreeing to be bound by these Terms and Conditions.

### **1. Liability to Customer (“you”)**

MO Scandinavia Ltd’s total liability for any claim arising out of any order placed, whatever the nature of the claim, shall not exceed the price of the Product(s) supplied by us to the Customer plus any postage charges incurred, but this limitation of liability does not apply to the extent it is illegal or it is contrary to a provision in any statute, for us to exclude our liability in whole or in part. We are not responsible to a Customer for indirect losses which occurs as a side-effect of the main loss or damage (such as loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time) however arising and whether caused by tort (including negligence), breach of contract or otherwise.

### **2. Your status**

By placing an order either verbally, in writing or via the Website, you warrant and represent to us that you are legally capable of entering into a binding contract on behalf of the person placing the order and, if you are an individual placing the order yourself, that you at least 18 years old.

### **3. Trade Descriptions Act**

We make every effort to ensure that our Products are portrayed accurately on the Website but some variations may occur.

### **4. What happens when you place an order**

When you place an order for Products, we will send you a confirmation email and invoice. This does not mean that your order has been accepted, only that you have made an offer to buy something from us. The offer requires to be accepted by us and this will occur upon payment of the Product(s) and so a contract (“Contract”) between us only exists when payment for the Product(s) has been made by you. The Contract will relate only to those

Product(s) for which payment we have received. We will not be obliged to supply any other Product(s) which may have been part of your order until the payment of such Product(s) has been received in a separate notification. We do not make guarantees as to delivery times for any order as these can vary, especially during periods of national holiday and where we have ordered products from our suppliers on your behalf. We will however endeavour to give you an estimated shipping time for dispatch of the Products at the time of your order.

## **5. Payment terms**

Our payment terms are strictly payment in advance and no order will be considered as accepted until full payment for the order is received as cleared funds into our UK bank account.

In certain circumstances, should we agree to confirm an order for the Product/s upon receipt of a 50% deposit payment from the Customer, the balance payment will become due when the Product/s are ready for dispatch, however the Products/s will not be dispatched until the balance payment is received as cleared funds into our UK bank account. Should the Customer pay a 50% deposit for the Product/s and thereafter withdraw from the order, the deposit payment will not be refunded until a new buyer for the Product/s has been found, and the onus for finding a new buyer will be on you as the original purchaser. In addition, we reserve the right to deduct any administration and / or other costs incurred as a result of the withdrawal.

## **6. Import / Export**

We can deliver our Products within the UK and for international export. If you are contracting as a non-UK consumer, you will be fully responsible for the costs of packing and shipping of the Product(s) to the overseas address supplied by you. In addition, you will be fully responsible for the cost of obtaining all the export and import licenses for the order, together with the cost of all / any import duties, tolls and / or levies into the country where you have requested delivery of the Product(s).

## **7. Your right to cancel as a consumer**

### **7.1 UK Consumers**

If you are contracting as a UK consumer, you are entitled to a specific cooling-off period by UK law and therefore you may cancel a Contract at any time within seven working days, beginning on the day after you received the Product(s) from us. In this case, you will receive a full refund of the price paid for the Product(s) less any expenses incurred by us as in accordance with our refunds policy.

To cancel a Contract in this way, you must inform us in writing. You must also return the Product(s) to us immediately, in the same condition in which you received them and at your own cost and risk. You have a legal obligation to take reasonable care of the Product(s) while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

Should we order the Product(s) from our suppliers on your behalf to fulfil your Contract however, you thereafter cancel that Contract, we reserve the right to deduct the shipping costs for the order. In addition, we reserve the right to withhold any refund until a new buyer is found for those Product(s).

## **7.2 Non-UK Consumers**

If you are buying Product(s) as a non-UK consumer and we order those Product(s) from our suppliers on your behalf to fulfil your Contract, you have no right of cancellation as the Contract is binding once production of the Product(s) has commenced.

Should you cancel the Contract after production of Product(s) has commenced, the onus is on you as the buyer to sell the Product(s) however there may be circumstances in which we can help with a sale of the Product(s) to a third party, however we make no obligation in this respect.

## **8. Prices**

All prices quoted exclude delivery costs and / or import duties in the case of shipment abroad. Prices are as quoted but are liable to change. Any changes will be confirmed to you at the time of ordering. While we check carefully to make sure the right price is shown, if a price shown is an obvious error (and would have reasonably been recognised by you as a mis-pricing), then we are not liable to sell you the Product(s) at that price. Please check with us and we will verify the correct price.

## **9. Risk, title and availability**

The Product(s) will be at your risk from the time of delivery. Ownership of the Product(s) will only pass to you when we receive full payment of all sums due in respect of the Product(s), including delivery charges. All items are subject to availability. We will tell you as soon as possible if the Product(s) you want are not available. We will also tell you if or when we can get it for you. Should any Product arrive damaged, we must be notified within a period of seven (7) days from the time of receipt of the Product. Notification after seven (7) days will not be covered by warranty.

## **10. Privacy Policy**

Please read our Privacy Policy (<http://www.scandinavianskincare.com/PRIVACYPOLICY.aspx>) which explains our use of information you provide and our privacy practices.

## **11. Security**

We do not store your credit card details. We will retain your personal details (name, address, email, telephone number) if they are provided by you, but will only contact you if you indicate you are happy for us to do so. We will not share your information with any outside parties without your full consent. All financial transactions take place inside an SSL security system. By looking in the security dialogue in your browser you can inspect the

identity of the security certificate owner and be certain that you are trading with MO Scandinavia Ltd.

## **12. Copyright**

Material on the Website is protected by copyright which is owned by MO Scandinavia Ltd. Users may view, print and download the contents for personal use only; the contents may not be used for commercial purposes or incorporated in any publication in any form. The trade marks, logos and service marks displayed on the Website (collectively, “the Trade Marks”) are the registered and unregistered trademarks of MO Scandinavia Ltd and are protected by UK and international trade mark laws.

## **13. Written communication and notices**

Applicable laws require that some of the information or communications we send to you should be in writing. When using the Website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

All notices given by you must be given to MO Scandinavia Ltd at 58 High Street, Broadway, Worcestershire, England or electronically to [info@scandinavianskincare.com](mailto:info@scandinavianskincare.com). We may give notice to you at either the email or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on the Website, 24 hours after an email is sent, or two days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the Customer or addressee.

## **14. Transfer of rights**

The Contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

## **15. Force Majeure (events outside our control)**

We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under a Contract that is caused by events outside our reasonable control (“Force Majeure Event”). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes (a) strikes, lock-outs or other industrial action; (b) civil commotion, riot, invasion, terrorist attack or

threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and (e) impossibility of the use of public or private telecommunication networks.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## **16. Our right to vary these Terms and conditions**

We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business and our Products, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

You will be subject to the policies and terms and conditions in force at the time that you order Product(s) from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case, it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the dispatch confirmation. In the latter case, we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Product(s).

## **17. Entire Agreement**

These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supercedes any prior agreement, understanding or arrangement between us, whether oral and in writing.

We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in communications between us prior to such Contract except as expressly stated in these terms and conditions.

## **18. Jurisdiction and Law**

The Website, its content and any contract brought about through use of the Website will be governed by English law and the English courts shall have jurisdiction.

## **19. Third Party Links**

We are not responsible for the content of any website pages or any other websites linked to or from the Website.