

Application and Entire Agreement

1. These terms and conditions of sale (**Terms**) will apply to the purchase of the Goods by you from Bellus Medical, LLC, with registered place of business at 5005 Lyndon B Johnson Fwy Ste 370, Dallas, TX 75244 doing business as Crown Aesthetics (**Crown**). For the sake of clarity, you hereby confirm that you qualify as entrepreneur, legal entity of public law, or special public estate within the meaning of section 310 para. 1 BGB (German Civil Code).
2. These Terms will be deemed to have been accepted by you (**you, your**) when you first register as a customer with us (by completing an Order Form and placing an Order) and/or when you place any subsequent Orders (either by email or telephone – Crown does not sell the Goods online) and will constitute the entire agreement between the parties (with the exception of the details of your Order as recorded on Crown's purchasing system or set out in the Order Form, if applicable (the **Order Details**)).
3. After you place an order, you will receive an acknowledgement from Crown that your Order has been paid via a credit card receipt or wire transfer. Such acknowledgment does not certify the acceptance of the order and serves solely to inform you on the receipt of the order and payment. Your order constitutes an offer within the meaning of section 145 BGB (German Civil Code) and Crown is entitled to accept the offer within three (3) weeks. Crown's acceptance of your order takes place by notifying you that the relevant Goods have been dispatched (**Dispatch Confirmation**). The contract between the parties is only formed once Crown issues a Dispatch Confirmation. Details of the Goods set out in Crown's sales documentation or elsewhere are invitations to treat, subject to alteration without notice, and are neither material qualities of Goods within the meaning of section 434 para. 3 no. 2 BGB (German Civil Code) nor binding contractual offer to sell the Goods which is capable of acceptance.
4. The Goods may only be used, purchased, and held by a qualified medical professional, operating in the course of a business or trade, who meets Crown's accreditation and qualification requirements as specified by Crown from time to time, and who has completed Crown's SkinPen Precision Training, as outlined below, who must work in the same business as you as the purchaser (a **User**). By placing an Order for the Goods, you warrant and represent that you meet these criteria. Before Crown issues a Dispatch Confirmation for your first Order you must provide Crown with a copy of your relevant qualifications and any other information as reasonably requested by Crown.
5. These Terms and the Order Details (together, the **Contract**) apply to the purchase and sale of any Goods between Crown and you, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Where we process your personal data or those of your employees or contractors we shall do so in accordance with the Regulation (EU) 2016/679 (GDPR) and privacy policy available at: <https://skinpen.uk/privacy-policy/>.

Definition and Interpretation

6. The following terms shall have the following meanings when used in these terms:
 - "**Business Day**" means any day other than Saturday, Sunday or "Bank Holiday" or public holiday in the federated state (*Bundesland*) of your residence;
 - "**Complaint**" has the meaning given in clause 37;
 - "**Contract**" has the meaning given in clause 5;
 - "**Dispatch Confirmation**" has the meaning given in clause 3;
 - "**Goods**" means the goods specified on the relevant Quotation or otherwise sold by Crown pursuant to these Terms, which will typically be the SkinPen® microneedling device (utilising collagen induction therapy to treat melasma, acne, and surgical scars (see intended use, important safety information, and clinical trial details (data on file) at skinpen.com)) and associated consumables. Other terms may apply for Crown's other products;
 - "**Order**" means an order for the Goods submitted by you in accordance with clause 3;
 - "**Order Details**" has the meaning given in clause 3;
 - "**Order Form**" means the order form that Crown requires you to complete when you first register as a User / customer with Crown;
 - "**Specification**" means the SkinPen® user manual and instructions for use; and
 - "**User**" has the meaning given in clause 4.
7. The headings in these Terms are for convenience only and will not affect their interpretation.
8. Words imparting the singular number include the plural and vice-versa.

Goods

9. The description of the Goods shall be as set out in the Specification, unless expressly changed in the relevant Order Details. By placing an Order you acknowledge that you have not relied upon any statement promise or other representations about the Goods from Crown, save as set out in these Terms and the Specification.

Descriptions of the Goods set out in Crown's sales documentation are intended as a guide only produced for the sole purpose of giving an approximate idea of the Goods described in them and have no contractual effect.

10. Crown can make any changes to the Specification which are required to conform the Goods to any applicable safety or other statutory or regulatory requirements.
11. The price (**Price**) of the goods is as agreed when placing an Order and recorded in the Order Details held by Crown.
12. If the cost of the Goods to Crown increases to any factor beyond Crown's control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates (in each event after the Price was agreed) Crown can, upon notification to you, increase the Price after issuing the Dispatch Confirmation. Any increase in the Price under this clause above will only take place once where you have been notified by Crown. For the sake of clarity, the Price increase after issuing Dispatch Confirmation shall not include increased profit rate of Crown.
13. Any and all credit terms offered will be at Crown's sole discretion and may be withdrawn or amended.
14. The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

Payment

15. Crown will invoice you for the applicable Price plus VAT or other taxes at the prevailing rate (if applicable) at any time prior to issue of the Dispatch Confirmation. You must pay the Price in full in cleared funds prior to shipment or collection of the Goods or otherwise according to any agreed credit terms.
16. If you do not pay within the requisite period, Crown will not deliver the Goods, suspend any further deliveries to you and without limiting any of Crown's other rights and remedies, charge you interest at the rate of 9% per annum above the base rate of the European Central Bank from time to time on the amount outstanding until you pay in full. Time for payment will be of the essence of the Contract.
17. All payments must be made in the currency specified in the Order Details unless otherwise agreed in writing between us.
18. Both parties must pay all amounts due under these Terms in full without any deduction or withholding except as required by law albeit that Crown shall be entitled to assert any credit, set-off or counterclaim against you to justify withholding payment of any such amount in whole or in part.

Delivery

19. The Price for the Goods includes fees for packaging, insurance and transportation/delivery to your business address in Germany as recorded in the Order Details. Any requested change in address requires Crown's consent, and a charge may apply. Crown do not deliver to personal residential addresses, and a business address must be provided for all customers / Users. If no delivery address was given with the Order Details, or if we both agree, you must collect the Goods from Crown's specified location.
20. Subject to the specific terms of any special delivery service, delivery can take place at any time of the day and must be accepted at any time between 8am and 9pm.
21. If you do not take delivery of the goods Crown may, at its discretion, make arrangements for the redelivery of the Goods and will charge you for the costs of such redelivery. If redelivery is not possible, you must collect the Goods from Crown's specified location as notified. Crown can charge you for all associated costs including, but not limited to, storage and insurance.
22. If 15 Business Days after the day on which, as applicable, (i) Crown either attempted to make delivery or redelivery of Goods and you do not take delivery or (ii) notified you that Goods were ready for collection and you do not collect the Goods, Crown may, at its discretion resell or otherwise dispose of part or all of the Goods, and, after deducting reasonable storage and selling costs, account to you for any excess over the price of the Goods, or charge you for any shortfall below the price of the Goods.
23. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Crown will not be liable to any delay in delivery of the Goods that is caused by a circumstance beyond its control or your failure to provide Crown with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

Inspection and acceptance of the Goods

24. You must inspect the Goods on delivery or collection. If you identify any damages or shortages, you must inform Crown in writing within 48 hours of delivery, providing details. Otherwise, Acceptance of the Goods will be deemed to be upon inspection of them by you and in any event within 2 days after delivery. Acceptance can only be withheld where you can demonstrate the Goods are not materially in accordance with the Terms.
25. Once accepted, Crown warrants that, for a period of 12 months from the date of delivery the Goods shall conform in all material respects with the Specification, be free from material defects in design, material and workmanship. Subject to your compliance with this clause and/or these Terms, where the Goods are defective, provided you have contacted your Crown customer success specialist and obtained approval to a return (including completing all necessary validation and troubleshooting steps), you may return the Goods and Crown will, at its sole discretion and as appropriate, either repair or replace the Goods. You bear the risk and cost of returning the Goods.
26. Crown's warranty in relation to the Goods will not apply if:
 - a. you fail to provide notice as set above,
 - b. you make any further use of such Goods after giving notice under the clause above relating to damages and shortages,
 - c. the defect arises because you did not follow Crown's oral or written instructions about storage, commissioning, installation, use and maintenance of the Goods including instructions and guidelines provided Crown's SkinPen Precision training regarding same,
 - d. the defect arises from the normal wear and tear of the Goods,
 - e. the defect arises from misuse or alteration of the Goods. Negligence, wilful damage negligence, or abnormal storage or working conditions or any other act by you, your employees or agents or any other third parties, and/or
 - f. the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

For the avoidance of doubt, Crown's warranty does not extend to a warranty as to the outcomes for which the Goods are used or intended to be used. The Goods must at all times be used only by a qualified medical professional who meets Crown's accreditation and qualification requirements from time to time, and you must provide Crown with a copy of the specific accreditation and qualification requirements for such qualified medical professional as specified herein.
27. These Terms shall apply to any repaired or replacement Goods supplied by us (but for the avoidance of doubt, the original 12-month warranty period shall not be extended from the date of repair or replacement).

Risk and title

28. The risk of the Goods will pass to you on completion of delivery or collection by you.
29. Title to the Goods will not pass to you until Crown has received payment in full (in cash or cleared funds) for: (a) the Goods and/or (b) any other goods or services that Crown have supplied to you in respect of which payment has become due.
30. Until title to the Goods has passed to you, you must (a) hold the Goods on a fiduciary basis as Crown's bailee (not using them in the course of business); (b) keep the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (c) store the Goods separately from all other goods held by you so that they remain readily identifiable as Crown's property; (d) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (e) give Crown such information as Crown may reasonably require from time to time relating to: (i) the Goods; and (ii) your ongoing financial position and (f) notify Crown immediately if you become subject to any of the events listed in clause 42.
31. As long as the title in the Goods has not passed to you, the Goods have not been resold, or irreversibly incorporated into another product, and without limiting any other right or remedy Crown may have, Crown can at any time ask you to return the Goods to Crown and, if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.
32. Crown may at any time after delivery elect to transfer title in the Goods to you, in which case you shall immediately pay the Price to Crown.

Training Requirements

33. Any Goods may only be used:
 - a. by a qualified medical professional who meets Crown's accreditation and qualification requirements

from time to time. You must provide Crown with a copy of the licence or qualifications of such qualified medical professional prior to conclusion of Contract; who has

- b. completed Crown's SkinPen Precision E- Learning training for the didactic portion and have attended either virtual or in-person on the practical portion of the training having demonstrated for the Educator your skills in performing the SkinPen Precision treatment. This will as outlined on Crown's website or applicable sales or technical brochures from time to time. Charges may apply for such training.

Restrictions on sale or resale of Goods

34. You shall not, without Crown's prior written consent, sell, licence, lease or otherwise transfer the Goods to, or permit the use of the Goods by, any third party other than a User employed by you who has completed our SkinPen® Precision training.
35. If Crown gives prior written consent to any such sale, you may only proceed in accordance with the following requirements:
 - a. You must not sell the Goods via the internet;
 - b. You may only sell the Goods to a third party who can be considered a User and who has registered with Crown as a User of the Goods. The new User must pass the e-learning module, attend a class on the practical portion of the SkinPen Precision learning before they can purchase any kits for use with this device.
36. You accept that if you resell the Goods in violation of any of the conditions specified herein, Crown accepts no liability in relation to such Goods and is not responsible for supporting the ongoing use of the Goods, including sale of any consumables required.

Safety Reporting

37. You are obliged to promptly forward to Crown any written, electronic, or oral communication about suspected incidents related to the Goods (**Complaint**) within twenty (24) hours of becoming aware of the same. Complaint should be reported via email under global.orders@crownaesthetics.com. You are required to cooperate with Crown in dealing with Complaints and take commercially reasonable efforts to resolve all Complaints as may be reasonably requested by Crown.

Record-keeping

38. You will keep and will ensure that any User keeps, for a period of seven (7) years, complete and accurate records relating to the use of the Goods, including but not limited to:
 - a. invoices, VAT receipts and any supporting financial information;
 - b. all documents which these Terms expressly require to be prepared;
 - c. documents relating to insurances to be maintained under these Terms, and any claims made in respect of them;
 - d. documents which you are required to keep by law, including in relation to health and safety matters;
 - e. documents relating to any resale of the Goods;
 - f. certificates, licences, registrations, or warranties in each case obtained by the Supplier in relation to the Goods;
 - g. records of Complaints, and
 - h. any other documents / records which relate to quality, durability, reliability, safety, effectiveness, or performance of Goods.

Insurance

39. You agree to provide Crown, if requested, with confirmation that you have obtained insurance cover in respect of your own professional indemnity and public liability insurance at least EUR1,000,000 per claim.

Product recall

40. If you are the subject of a request, court order or other directive of a governmental or regulatory authority to withdraw any Goods from the market (a "**Recall Notice**") you shall immediately notify Crown in writing enclosing a copy of the Recall Notice.
41. Unless required by law, you may not undertake any recall or withdrawal without Crown's written permission and only then in strict compliance with Crown's instructions as to the process of implementing the withdrawal.

Indemnity and Limitation of liability

42. You shall indemnify, defend and hold harmless Crown, its subsidiaries, affiliated companies, employees and agents against any claims, causes of action, demands, losses, liabilities or expenses threatened, suffered or incurred by or against Crown by any third party in respect of damage to property, death or personal injury to the extent that the liability arises as a result of your actions or omissions (including your or your employees use or mis-use of any Goods), breach of these Terms, mis-use of the Goods or any other wrongful or negligent acts.
43. Crown's liability under the contract, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this clause.
44. If Crown does not deliver the Goods, Crown's liability is limited, subject to the clause below, to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
45. Crown will only be liable :
 - a. for damages caused to body, life, and health;
 - b. if Crown has provided a guarantee concerning the particular quality of Goods or performance, for damages arising from the non-fulfilment of said guarantee;
 - c. for willful or grossly negligent damages caused by Crown or persons employed to perform his obligation;
 - d. for violation of material obligations; provided that in the event of the violation of material obligations due to slight negligence liability shall be limited to the typical foreseeable damage;
 - e. in accordance with the product liability laws or other mandatory liability provisions.

General Clauses

46. All notices under these Terms must be in writing and signed by; or behalf or the party giving notice (or a duly authorised officer of that party).
47. Notices will be deemed to have been duly given:
 - a. When delivered; if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
 - b. When sent, if transmitted by email and a successful transmission report of return receipt is generated;
 - c. On the fifth Business Day following mailing, if mailed by ordinary mail; or
 - d. On the tenth Business Day following, if mailed by airmail.
48. All notices under these Terms must be addressed to the most recent address or email address notified to the other party.
49. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquake, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.
50. No waiver by Crown of any breach of these Terms by you shall be considered as a waiver of any subsequent breach of the same or any other provision.
51. If any provision of these Terms is found to be unlawful, invalid or otherwise unenforceable that/those provisions shall be deemed severed from the remainder of these Terms (which will remain valid and enforceable).
52. These Terms shall be governed by and interpreted according to the law of the Federal Republic of Germany with exclusion of conflict of laws and CISG. All disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the jurisdiction of the courts of residence of the defendant, unless another place of jurisdiction is mandatory.