

### Application and Entire Agreement

1. These terms and conditions of sale (**Terms**) will apply to the purchase of the Goods by you from either:
  - a. where you are based in the UK (including Northern Ireland), Vita Liberata Limited t/a Crown Aesthetics whose registered address is at 181a Templepatrick Road, Ballyclare, Co Antrim, BT39 0R and whose company registered number is NIO46592; or
  - b. where you are based in the Republic of Ireland, Crown Aesthetics, a division of Crown Laboratories, Inc. a Delaware corporation whose business address is at 207 Mockingbird Ln, Johnson City, Tennessee, 37604, United States (the relevant entity in each case being defined as **Crown** in these Terms).
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) 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**)). 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. 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 not a contractual offer to sell the Goods which is capable of acceptance.
3. 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 requested by Crown.
4. 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 privacy policy available at: <https://skinpen.uk/privacy-policy/>.

### Definition and Interpretation

5. 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 Northern Ireland or England and Wales;
  - "**Contract**" has the meaning given in clause 4;
  - "**Dispatch Confirmation**" has the meaning given in clause 2;
  - "**Goods**" means the goods specified on the relevant Quotation or otherwise sold by Crown pursuant to these Terms, which will typically be the SkinPen<sup>®</sup> 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 2;
  - "**Order Details**" has the meaning given in clause 2;
  - "**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<sup>®</sup> user manual and instructions for use; and
  - "**User**" has the meaning given in clause 3.
6. The headings in these Terms are for convenience only and will not affect their interpretation.
7. Words imparting the singular number include the plural and vice-versa.

### Goods

8. 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.

9. 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.
10. The price (**Price**) of the goods is as agreed when placing an Order and recorded in the Order Details held by Crown.
11. 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 prior to delivery. Any increase in the Price under this clause above will only take place once where you have been notified by Crown.
12. Any and all credit terms offered will be at Crown's sole discretion and may be withdrawn or amended.
13. The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

#### **Payment**

14. 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.
15. 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 12% per annum above the base rate of the Bank of England from time to time on the amount outstanding until you pay in full. Time for payment will be of the essence of the Contract.
16. All payments must be made in the currency specified in the Order Details unless otherwise agreed in writing between us.
17. 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**

18. The Price for the Goods includes fees for packaging, insurance and transportation/delivery to your business address in the UK or Ireland (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.
19. 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.
20. 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.
21. 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.
22. 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**

23. 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 agreement.

24. 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 this agreement, 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.
25. Crown will be under no liability or further obligation in relation to the Goods if:
- If you fail to provide notice as set above,
  - You make any further use of such Goods after giving notice under the clause above relating to damages and shortages,
  - 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,
  - The defect arises from the normal wear and tear of the Goods,
  - 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
  - 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.
26. 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**

27. The risk of the Goods will pass to you on completion of delivery or collection by you.
28. 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.
29. 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 52.
30. 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.
31. 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**

32. Any Goods may only be used:
- 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**

33. 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.
34. 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.
35. 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.

#### **Record-keeping**

36. 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 this agreement, 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, and
  - f. certificates, licences, registrations or warranties in each case obtained by the Supplier in relation to the Goods.

#### **Insurance**

37. 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 not exceeding £1,000,000 per claim.

#### **Product recall**

38. 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.
39. 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.

#### **Termination**

40. Crown can terminate the sale of Goods under the Contract where:
  - a. You commit a material breach of your obligations under the agreement and do not remedy this breach within 14 days of being notified by in Crown in writing to do so; or
  - b. You are or become or, in Crown's reasonable opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors; or
  - c. You enter into a voluntary agreement under Part 1 of the Insolvency Act 1986, or any such scheme or arrangement is made with your creditors, or you convene any meeting of your creditors, enter into

voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder a resolution is passed or petition presented to any court for the winding up of your affairs or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency, or any analogous event occurs;

- d. Your financial position otherwise deteriorates so far as to reasonably justify Crown's opinion that your ability to give effect to the terms of this agreement is in jeopardy; or
  - e. For any other reason on giving 7 days' prior written notice.
41. In the event of termination other than pursuant to clause 41(e) above you shall be required to pay us the full price for any outstanding Orders on termination. If we terminate pursuant to clause 41(e) we agree to refund you on demand for any pre-paid Goods which have not yet been dispatched to or collected by you, and you shall have no entitlement to receipt of same.

**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. Subject to the clauses above on Inspection and Acceptance and Risk and Title, all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
- 45. 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.
- 46. Crown's aggregate liability will not, in any circumstance, exceed the total amount of the Price payable by you.
- 47. Crown will not be liable (whether caused by its employees, agents or otherwise) in connection with the Goods, for:
  - a. Any indirect, special or consequential loss, damage, costs or expenses; and/or
  - b. Any loss of profits, loss of business, loss of data, loss of reputation or goodwill; business interruption, or other third-party claims; and/or
  - c. Any failure to perform any of Crown's obligations if such delay or failures is due to any cause beyond Crown's reasonable control; and/or
  - d. Any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; and/or
  - e. Any loss relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.
  - f. The exclusions of liability contained within this clause will not exclude or limit Crown's liability for death or personal injury caused by Crown's negligence, or for any matter for which it would be illegal for Crown to exclude or limit Crown's liability; and for fraud or fraudulent misrepresentation.
- 48. The exclusions of liability contained within this clause will not exclude or limit Crown's liability for death or personal injury caused by its negligence; or for any matter for which it would be illegal for Crown to exclude or limit its liability; and for fraud or fraudulent misrepresentation.

**General Clauses**

- 49. All notices under these Terms must be in writing and signed by; or behalf of the party giving notice (or a duly authorised officer of that party).
- 50. 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.
51. All notices under these Terms must be addressed to the most recent address or email address notified to the other party.
52. 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.
53. 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.
54. 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).
55. The agreement shall be governed by and interpreted according to the law of Northern Ireland and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the Northern Irish courts.