+1300 624 703
3/4 Bridge Road, Keysborough
www.estheticaacademy.com.au

Equipment Purchase Agreement – Terms and Conditions

Equipment Specification

All equipment supplied shall correspond to the description detailed in the tax invoice issued and either fully paid or partially paid (via deposit) by the Buyer.

Payment Terms

The Buyer agrees to remit payment in accordance with the amount specified on the invoice. Where a direct debit payment plan has been mutually agreed upon, the Buyer shall adhere strictly to the schedule therein.

Taxes and Licensing

All applicable taxes, licence fees, and other associated charges arising from the acquisition and operation of the equipment shall be the sole responsibility of the Buyer.

Refund Policy

All payments made in respect of devices are non-refundable, except where expressly agreed to in writing by the Seller.

- Any cancellation of an order following the payment of a deposit will render the Buyer liable for 50% of the invoice total, irrespective of any change of mind.
- No statutory or discretionary cooling-off period shall apply to any transaction under this Agreement.
- The replacement of any device is subject strictly to the Seller's sole discretion and does not create any precedent or entitlement for future claims.

Treatment Results Disclaimer

While most medical devices supplied by Esthetica Academy are duly listed in the Australian Register of Therapeutic Goods (ARTG) and undergo rigorous evaluation, treatment outcomes may vary between individuals.

- The Seller shall not, under any circumstance, be held liable for perceived discrepancies in treatment outcomes in the absence of substantiated clinical data.
- The Seller expressly disclaims any liability for results arising from operator error or procedures performed by individuals not certified by Esthetica Academy.
- No claims for refund or compensation will be entertained on the grounds of lack of results.

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Indemnity

The Buyer shall fully indemnify and hold harmless Esthetica Academy, its officers, agents, successors, and assigns, from and against any and all losses, claims, damages, legal fees,

injuries, or expenses of any kind arising out of the use, operation, or condition of the equipment, regardless of the location, method, or user.
- This indemnity shall survive the termination or expiration of this Agreement.

Title and Ownership

The Seller affirms that all equipment is held free and clear of any encumbrances or third-party claims and that full title shall transfer to the Buyer upon receipt of full payment.

Warranty Terms

Each device is sold with a standard six (6) year warranty, which may be extended as separately documented and agreed.
- A full warranty document will accompany the delivery of the equipment.
- Under no circumstances shall the Seller be liable for any business losses, including but not limited to loss of revenue, resulting from downtime or repairs during or after the warranty period.

Delivery Terms

Devices shall be delivered within twenty (20) working days following receipt of the agreed final payment, subject to unforeseen delays beyond the Seller's control, including but not limited to customs clearance or parts shortages.
- Buyers are strongly advised not to schedule clients or treatments until physical delivery of the equipment is confirmed.
- Delivery obligations are deemed fulfilled upon arrival of the equipment at the Buyer's premises: the Buyer shall bear sole responsibility for moving the device indoors if the delivery agent declines.
- Esthetica Academy disclaims responsibility for any delays caused by third-party logistics providers.

Governing Law and Jurisdiction

This Agreement shall be governed by the laws of Australia, without regard to any conflict of law principles.
- Any disputes shall be resolved exclusively in the courts of Victoria, Queensland, or New South Wales, and all parties hereby submit to the jurisdiction of these courts.
- For Western Australia, operation of Class 4 laser devices is restricted to licensed medical practitioners.

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- In Queensland and Tasmania, a possession licence is mandatory for Class 4 devices.

Entire Agreement and Miscellaneous

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements.
- No amendment shall be binding unless in writing and signed by both parties.
- No third-party beneficiaries are intended under this Agreement.
- This Agreement may be executed in counterparts and via electronic signature, each of which shall be deemed an original.
- Captions are for reference purposes only and do not affect interpretation.
- If any provision is deemed invalid or unenforceable, the remaining terms shall remain in full force, and the parties shall endeavour to reform the invalid provision to align with the intended purpose.