

# Terms and Conditions - v15

institute-bcn

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## BY USING THIS WEBSITE YOU WILL BE DEEMED TO HAVE READ AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS

The following terminology applies to these General Terms and Conditions. Privacy Statement and Disclaimer and any or all Agreements; "Customer", "You" and "Your" refers to you, the person accessing this website and accepting the Company's Terms and Conditions. "The Company", "Ourselves", "We" and "Us" refers to our Company. "Party" and "Parties" refer to both the Customer and ourselves, or to the Customer and ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings or of a fixed duration or on an any other means, for the express purpose of meeting the Customer's needs in relation to the provision of the Companies' stated services/products, in accordance with and subject to, applicable English law. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

### RELIABILITY

We recommend that our products are only administered by licensed healthcare providers and physicians after purchase. We are not liable for damage caused by incorrect use of the products, operation of the equipment or your treatment technique. We are also not liable for damage to persons treated by you. You are responsible for your own treatment techniques, purchase of products and use of equipment. You as a professional or the doctors are aware of treatment protocols and treatment techniques. If you purchase products for which you have not received training and do not know the treatment protocol, this is your own risk. We make no statements about your purchasing behavior. Requesting a treatment technique or treatment protocol is not possible, neither by telephone nor by e-mail do we provide product use information. You or your practitioner must be aware of this.

### DELIVERY INFORMATION

All orders placed before 12:00 noon Monday to Wednesday and before 12:00 noon on Friday will be shipped the same day for delivery via MyParcel (excluding public holidays), subject to stock availability. Orders placed after 12:00 on Friday and thereafter will be shipped on Monday. All items must be signed for as proof of delivery. Our carrier will deliver the products to the address specified in your order. So make sure that the delivery address provided is correct. You as a customer are liable for any deliveries that fail, where the driver has attempted to deliver to the specified address, within the delivery service term. Please note that we do not accept returns on cold chain items unless they are defective upon delivery. Customer takes responsibility for missed deliveries and no refunds or replacements will be offered for missed deliveries.

### PAYMENT

All major payment cards are acceptable payment methods. Payment via the well-known partial payment methods are also possible. Our terms include payment in full before our products are shipped.

### VAT 21%

Our prices are exclusive of VAT. After ordering in our webshop, 21% will automatically be charged. This applies to deliveries in the Netherlands and other European countries. We therefore apply a tax of 21% for each order. Shipping costs are also subject to 21% VAT. When you want VAT free (VAT reverse charge) is only possible via this website if you choose business, in the address details in the shopping cart. You must then also enter your VAT number with your business address details. VAT is only charged to the products, not to the transport costs. You will then be asked for your VAT/vat number. If you enter this correctly, the VAT of 21% will be canceled and the VAT payment will be shifted. If you make an incorrect booking, we will not subsequently issue any credit notes.

### PRIVACY STATEMENT

We are committed to protecting your privacy. Authorised employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. Parliament has created specific offences for unauthorised actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.

### CONFIDENTIALITY

We are registered under the Data Protection Act 1998 and as such, any information concerning the Client and their respective Client Records may be passed to third parties. However, Client records are regarded as confidential and therefore will not be divulged to anybody other than our manufacturer/suppliers and if legally required to do so to the appropriate authorities. Clients have the right to request sight of and copies of any and all Client Records that we keep, on the provision that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Clients with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both Parties. We will not sell, share or rent your personal information to any third party or use your email address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products, unless agreed otherwise by you the Client.

### EXCLUSIONS AND LIMITATIONS

The information on this website is provided on a "as is" basis. To the fullest extent permitted by law, this company: Excludes all representations and warranties relating to this website and its contents or which is or maybe provided by any affiliates or any other thirds party, including in relation to any inaccuracies or omissions in this website and/or the Companies literature. Excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages. This Company does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

### DELIVERY POLICY

A/ Receipt of goods: The Buyer shall be prepared to accept receipt of goods within a time period and a location specified at point of sale. If the Buyer is unable to receive the goods upon the first delivery attempt, the buyer will accept liability for the goods hence forth.

B/ Unless otherwise expressly agreed, the Seller may affect delivery in one or more instalments. Where the goods are delivered in instalments; each instalment shall be treated as a separate contract. Failure by the Seller to deliver one or more of the instalments in accordance with these conditions, or any claim by the Buyer in respect of one or more instalments, shall not entitle the Buyer to treat the contract as a whole as repudiated.

C/ The Seller is under no obligation to remunerate the buyer for losses incurred as a result of a failure to receive goods on the first delivery attempt in accordance with the terms and conditions. The buyer is defined as the individual whom places, pays for or signs for the consignment i.e account holder/prescriber.

D/ If the Buyer refuses or fails to take delivery of the goods delivered in accordance with the terms and conditions or fails to take any action necessary on its part for delivery and/or a shipment of the goods, the Seller shall be entitled to terminate the contract with immediate effect, to dispose of the goods as it deems fit, and to recover from the Buyer any loss or associated costs.

E/ The Seller shall not be held liable for goods, whether cold chain or ambient, once they have been accepted by a third party on behalf of the Buyer or left in a requested location on behalf of the Buyer. This will include, but is not limited to; employees of the Buyer, hotel/hospital/apartment building staff, safe places, neighbours etc. The Buyer shall ensure that any third parties authorised to accept deliveries on behalf of the Buyer have been notified and are prepared for the acceptance of the goods. The Buyer shall ensure that the authorised third party accepting the delivery of the goods store them in the correct conditions until the goods are received by the Buyer.

F/ Risk and Title: Risk of damage to or loss of goods shall pass to the Buyer as follows:

1/ in the case of goods to be delivered to the Sellers premises, at the time when the Seller notifies the Buyer that the goods are available for collection or delivery;

2/ in the case of the goods to be delivered to the Buyer, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the goods, at the time when the Seller has tendered delivery of the goods. Notwithstanding delivery and the passing of risk, title of the goods shall not pass to the Buyer until the Seller has received, in cash or cleared funds, payment in full of the agreed price and all other amounts owed under these conditions by the Buyer to the Seller.

G/ Until title in the goods has passed to the Buyer, the Buyer shall hold the goods as the Seller's fiduciary agent and bailee and shall not part with possession of the goods;

1/ keep the goods separate from those of the Buyer and third parties and properly stored, protected and insured as the Seller's property, taking all reasonable steps to prevent any damage to or deterioration of the goods;

2/ keep the goods free from any charge, lien, or other encumbrance. If the Buyer fails to do so, all monies owing by the Buyer to Seller shall (without prejudice to any other right or remedy to the Seller) immediately become due and payable;

H/ Until title in the goods has passed to the Buyer (providing that the goods are still in existence and have not been re-sold) the Seller shall be entitled at any time to require the Buyer to deliver up the goods to the Seller and if the Buyer fails to do so with immediate effect, to enter any premises of the Buyer or any third party where the goods are stored, and inspect or repossess the goods.

I/ Any rights the Buyer may have to possession of the goods shall in any event cease if:

1/ any sum owed by the Buyer to the Seller (whether in respect of the goods or otherwise) is not paid to the Seller by the date when it is due;

J/ the Buyer commits a breach of any contract with the Seller.

K/ Whilst the Buyer is in possession of the goods with the Seller's consent (but not otherwise) the Buyer may in the ordinary course of its business sell the goods provided that:

1/ as between the Buyer and its sub-buyer or customer, the Buyer shall sell the goods as principal and shall not be empowered to commit the Seller to any contractual relationship with, or liability to, the sub-buyer or customer or any other person;

2/ as between the Seller and the Buyer, the Buyer shall sell the goods in a fiduciary capacity as agent for the Seller;

3/ the Buyer shall hold the proceeds of such sales on trust for the Seller;

4/ the Seller shall be entitled to any interest earned on the fiduciary account;

5/ if proceeds of the sales received by the Seller exceed all amounts owed buy the Buyer to the Seller in respect of the goods, the Seller shall return the excess to the Buyer.

L/ The Seller shall be entitled to bring an action against the Buyer for the price of the goods in event of non-payment by the Buyer by the due date even though property in the goods has not passed to the Buyer and/or shall have the right by notice to the Buyer at any time after delivery to pass property in the goods to the Buyer as from the date of such notice.

M/ Liability: The Seller warrants that the goods shall be of satisfactory quality and shall correspond with any specification at the time of delivery. All other conditions, warranties and representations expressed or implied by statute, common law or otherwise in relation to the goods are excluded to the fullest extent permitted by law.

1/ The Seller's only obligation in relation to defective goods shall be at its option to make good any shortage or non-delivery and/or appropriate to replace any goods found to be damaged or defective and/or to refund the cost of such goods to the Buyer.

2/ The Seller's aggregate liability to the Buyer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the price paid by the Buyer for the goods in respect of any occurrence or series of occurrences.

1/ The Seller shall not be liable to the Buyer: For defects in the goods caused by abnormal or unsuitable conditions of storage (including in the manner in which the goods are stacked and moved within the warehouse or other storage facility) or use by, or any act, neglect, or default of the Buyer or any third party;

4/ For defects in the goods or discrepancies in delivery, unless notified to the seller within 24 hours of receipt of the goods by the Buyer, or where the defect would not have been apparent on reasonable inspection, within 12 months of delivery;

5/ For defects in the goods arising from any drawing, design or specification supplied by the Buyer; or for goods disposed of by the buyer without the express consent of the seller. or if the total price of the goods has not been paid;

6/ Unless the Buyer with the Seller's prior authorisation, returns alleged defective goods, freight prepaid to the Seller's point of shipment; or

7/ For an indirect or consequential loss or damage (whether for loss of profit, revenue, goodwill or any economic loss including physical damage or otherwise), costs or expenses suffered by the Buyer, howsoever caused.

P/ Nothing in these conditions shall exclude or limit the Seller's liability for death or personal injury caused by its negligence.

## CANCELLATION

There is a 24 hours' notice required for cancellation of products or services required. Notification for instance, in person, via email or via telephone, or any other means will be accepted subject to confirmation in writing.

## TERMINATION OF AGREEMENTS AND REFUNDS

Both the client and ourselves have the right to terminate any services agreement for any reason, including the ending of services that are already underway. No refunds shall be offered, where a service is deemed to have begun and is, for all intents and purposes, underway.

## RETURNS, REFUNDS & CANCELLATION POLICY

A/ Returns: We must be notified of return requests by email within 24 hours of receiving the item.

B/ All returned products must be unused and unmarked.

C/ Products should be returned in their original packaging and appropriately wrapped to prevent damage during transit.

D/ We do not allow returns for cold chain products.

E/ We do not allow returns of medicines and medical products that are used within aesthetics. This is because of hygiene and safety issues. We will only allow such returns if the products were damaged on arrival. It will help to take pictures when putting a case forward.

F/ If you have received the incorrect items, we will hold responsibility and a full refund will be placed alongside free next day delivery

Faulty goods must be returned for review/investigation before any replacement or refund.

G/ Cancellation: Orders may only be cancelled by the Buyer on written notice, and on payment to the Seller of cancellation charges, which take into account expenses incurred and commitments already made by the Seller as a consequence of the Buyer having placed its order. Orders for cold chain (refrigerated), goods cannot be cancelled after they have been dispatched.

H/ The Seller may terminate this or any other subsisting contract with 1/ the Buyer immediately by giving notice in writing to the Buyer if:

2/ the Buyer has a receiver or administrative receiver appointed, passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect, becomes subject to an administration order enters into any voluntary arrangements with its creditors or ceases or threatens to cease to carry on a business or if any national or local law equivalent of any of the following occurs;

3/ the Buyer fails to pay on its due date or within any agreed period of grace, any sum due under this or any other contract;

4/ the Buyer commits any material breach of any terms of this contract or any other contract with the Seller, which in the case of a breach capable of being remedied, is not within 14 days of a written request to do so;

5/ the Buyer exceeds its credit limit with the Seller;

6/ the Seller reasonably apprehends that any of the above is likely to occur and notifies the Buyer in writing.

I/ Termination of this contract shall not affect any of the Seller's accrued rights or liabilities or affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after termination.

J/ Liability and refunds: The Seller warrants that the goods shall be of satisfactory quality and shall correspond with any specification at the time of delivery. All other conditions, warranties and representations expressed or implied by statute, common law or otherwise in relation to the goods are excluded to the fullest extent permitted by law.

K/ The Seller's only obligation in relation to defective goods shall be at its option to make good any shortage or non-delivery and/or appropriate to replace any goods found to be damaged or defective and/or to refund the cost of such goods to the Buyer.

L/ The Seller's aggregate liability to the Buyer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the price paid by the Buyer for the goods in respect of any occurrence or series of occurrences.

M/ The Seller shall not be liable to the Buyer:

N/ Returns, Refunds & Cancellation policy – for defects in the goods caused by abnormal or unsuitable conditions of storage (including in the manner in which the goods are stacked and moved within the warehouse or other storage facility) or use by, or any act, neglect, or default of the Buyer or any third party;

O/ For defects in the goods or discrepancies in delivery, unless notified to the seller within 24 hours of receipt of the goods by the Buyer, or where the defect would not have been apparent on reasonable inspection, within 12 months of delivery.

P/ For defects in the goods arising from any drawing, design or specification supplied by the.

Q/ Buyer for goods disposed of by the buyer without the express consent of the seller if the total price of the goods has not been paid;

R/ Unless the Buyer with the Seller's prior authorisation, returns alleged defective goods, freight prepaid to the Seller's point of shipment; or

S/ For an indirect or consequential loss or damage (whether for loss of profit, revenue, goodwill or any economic loss including physical damage or otherwise), costs or expenses suffered by the Buyer, howsoever caused.

T/ Nothing in these conditions shall exclude or limit the Seller's liability for death or personal injury caused by its negligence.

U/ Faulty goods must be returned for review/investigation before any replacement or refund.

## LOG FILES

We use IP addresses to analyse trends, administer the site, track users' movements and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally for systems administration, detecting usage patterns and troubleshooting purposes our web servers automatically log standard access information including browser type, access times/open mail, URL requested and referral URL. This information is not shared with third parties and is used only within this company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

## COOKIES

Like most interactive websites this Company's website [or ISP] uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies. Links to this website You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

## LINKS FROM THIS WEBSITE

We do not monitor or review the content of other Parties websites which are linked to from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be

regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content of these sites. We encourage our users to be aware when they leave our site and to read the privacy statement of these sites. You should evaluate the security and trustworthiness of any other sites connected to this site or accessed through this site yourself, before disclosing any personal information to them. This company will not accept any responsibility for any loss or damage in whatever manner, however caused, resulting from your disclosure to third parties of personal information.

#### **COPYRIGHT NOTICE**

Copyright and other relevant intellectual property rights exist on all text and images that relate to the company's services and the full content of this website.

#### **COMMUNICATION**

E-mailadres: [info@mesoaesthetics.com](mailto:info@mesoaesthetics.com)

#### **EVENTS OUTSIDE OUR CONTROL**

Neither party shall be liable to the other for any failure to perform any obligation under any agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any agreement contained herein.

#### **WAIVER**

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

#### **GENERAL**

The laws of Nederland govern these Terms and Conditions. By accessing this website and using our services/buying our products, you consent to these Terms and Conditions and to the exclusive jurisdiction of the English courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not effect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of the Company.

#### **NOTIFICATION OF CHANGES**

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustments to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our website 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis. These terms and conditions form part of the Agreement between the client and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.

#### **COMPLAINTS PROCEDURE**

If you would like to make a complaint, please use link provided on our website to contact us or send an email to [info@mesoaesthetics.com](mailto:info@mesoaesthetics.com). All complaints will be ultimately reviewed by the Superintendent Pharmacist.