



## CUSTOMER FAULT / RETURN FORM

Please complete in full and email form to: [returns@skino2.com.au](mailto:returns@skino2.com.au) (Returns Department will contact you to process). DO NOT SEND GOODS UNLESS REQUESTED BY RETURNS DEPARTMENT. Skin O2 takes no responsibility for returned goods lost in transit or goods sent back without prior authorisation.

### RETURN INFORMATION

Clinic/Customer Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Date goods purchased from Skin O2 warehouse: \_\_\_\_\_

Date goods received from Skin O2 warehouse: \_\_\_\_\_

Have you had these goods for longer than 7 days from the date received from Skin O2 warehouse?

Yes       No

Please attach proof of purchase - either Invoice or order Invoice Number

Order Invoice Number \_\_\_\_\_

Have you read the Terms & Conditions on the website or the back of this form?

Yes       No

### PRODUCT INFORMATION

Product Name: \_\_\_\_\_

Qty: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Product Name: \_\_\_\_\_

Qty: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Product Name: \_\_\_\_\_

Qty: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

**PLEASE NOTE: You should inspect all goods within 7 days of receiving your order from Skin O2 Warehouse – there is no exchange for damage made when unpacking, old or out of date stock, sale stock or incorrectly stored, damaged and used cosmetic goods sold to customers.**

<p><b>TYPE OF FAULT / ERROR</b></p> <p><input type="checkbox"/> Product Defect</p> <p><input type="checkbox"/> Packaging Defect</p> <p><input type="checkbox"/> Stockist /Customer Order Error (<b>30% exchange re-stock fee applies only if goods received in brand new condition and deemed re-sellable by Skin O2 and must be within 7days of delivery of goods</b>)</p> <p><input type="checkbox"/> Other? _____</p>	<p>Please give full description of fault/ error here, or reason for exchange or refund:</p>
<p><b>DOCUMENTED BY</b></p> <p>Full name: _____ Signature: _____ Date: _____</p>	

# OUR POLICIES

## TERMS AND CONDITIONS

### Ordering Guidelines

We pride ourselves on the speed of our service. Orders are processed the same day they are received and are usually dispatched from our warehouse the following business day. Once they are processed you will receive a confirmation email and when they are dispatched you will receive a shipped email with your tracking details. We do not guarantee process or dispatch times as these are affected by circumstances beyond our control that cannot be foreseen. Once the order has been processed, any changes will be treated as a new order. See Freight page for a guideline of standard Australian local area delivery times, freight and tracking.

### Payment Method

We accept Visa and MasterCard. For Wholesale Stockists we also accept Direct Deposit. If you choose to pay via Direct Deposit you will be required to fax or email your official Direct Deposit receipt for your order to be dispatched promptly. Orders can be delayed if payment confirmation is not presented, as we will have to wait for funds to be cleared. For Wholesale Stockists Cheques & Money Orders are to be made out to Star Dermaceutical ATF Star Dermaceutical Trust. Cheques & Money Orders must be received and cleared in our Bank before the order can be dispatched. EFTPOS is available at our Head Office for Showroom Sales only.

### Our account details for direct deposit:

Bank Name: Suncorp Ltd, 36 Wickham Tce, Brisbane 4000  
Account Name: Star Dermaceutical ATF Star Dermaceutical Trust  
BSB: 484799  
Account: 202639190  
Swift Code: METWAU4B

### Pricing & Taxes

All prices are quoted in Australian Dollars. Prices quoted on our price list and website include GST. GST is applied to all orders within Australia on taxable items including freight. We cannot waive GST unless required documentation is supplied for Australian orders. International orders do not incur GST, however there may be import taxes applicable to the destination of shipment that we cannot be responsible for. If you have questions about these taxes please contact your local customs office.

If you are ordering from outside Australia, email [foreigntrade@skino2.com.au](mailto:foreigntrade@skino2.com.au) and we will give you a discount coupon code to help contribute towards your freight. Your freight will be automatically calculated by the weight of your order and is based on standard Australia Post International charges.

## **Estimated Normal Order Process Times**

No guarantees are made by Skin O2 warehouse as circumstances may vary beyond our control. If any unusual or long delays occur to standard process times, our warehouse will inform you by email. If you paid for your order by credit card or are within your standard account trading terms, a standard normal order will generally be processed within 1-2 days by our warehouse before it is shipped (if you have exceeded your account terms, your order will be held in shopping cart until payment is made). If you paid by approved Flexirent or if it is a large Stockist/Distributor open order or Medbiz machine order it may take generally up to 3-7 working days to process. If you paid by Bank transfer or cheque your order will not be fully processed until the funds have cleared into our bank account. Please note a bank transfer may take up to 2 working days to clear.

## **Freight Charges**

Free freight and delivery to your door for retail orders and wholesale orders of \$500+. Standard Australian Post rates apply based on weight for all other orders including International orders. There is strictly no deliveries to PO Boxes.

**You are unable to change your order products or delivery details or email for your confirmed order.**

**Please be diligent. Once your order has been processed and submitted on the website or to sales, you cannot change your delivery address or change it to a factory pick up.** It will be sent to the address that was nominated in your account set up details at the time you submitted your order.

**Please ensure your contact and delivery details are updated before confirming your order**, if not your goods will have been sent to that address and you will have to try and obtain them at your cost and own risk and you don't want that to happen to your valuable skin o2 goodies.

Remember to change your delivery address or email address and other contact details for your next order by changing your account details on the Skin O2 website before you submit your next order.

**Please only contact your freight provider if your order is past the normal maximum recommended time for your region.**

If you do need to contact the freight provider for faster service, please have your tracking number on hand. This tracking number is sent by auto email to your nominated email from the Skin O2 website when your order has been shipped.

Please allow additional days during public holidays and busy festive season periods.

**For Australia Post tracking go to [www.auspost.com.au](http://www.auspost.com.au) or call 137678**

**For Fastway tracking go to [www.fastway.com.au](http://www.fastway.com.au) or call 1300975444**

**For Inxpress tracking go to [www.tnt.com.au](http://www.tnt.com.au) or call 1300186100**

**We do not and cannot deliver to PO Boxes and our website tells you this in the address entry section.**

## Shipping

An order confirmation email as well as a shipped email with tracking will be sent to your nominated email account. Star Dermaceutical have accounts with 3 major courier companies. We will arrange freight through these accounts for you unless you require your own factory pick up. Please select order as pick up from Skin O2 Warehouse when you place your order.

## Shipping Times

Shipment times may vary depending on your location in Australia - it can take anywhere from 2-10+ days from when you receive the shipped email so please see Skin O2 website freight page for average shipping time guidelines within Australia local area and courier contact details. Shipping times are only standard guidelines and no couriers give an absolute guarantee.

## All Shipments Are Only Delivered Monday To Friday 9am-5pm

We are unable to nominate special delivery days and times. If the courier leaves you a calling card or updates your tracking status as unable to deliver, contact them directly using your tracking number entered on their website to arrange a suitable collection.

**All orders must be checked within 7 days of receipt and any discrepancies must be reported immediately by use of a returns form.** Please download fault/returns form and email to [returns@skino2.com.au](mailto:returns@skino2.com.au). Don't send products back – please wait for our returns department to contact you to process your matter.

## Returns & Replacements

For health and safety reasons we do not exchange or refund any of our cosmetic products for change of mind or goods that are damaged in transit or open and used. Please consider transit insurance if you feel you may require it. If you have been sent an incorrect product to what you ordered on your invoice, or received a faulty product, please go to the Skin o2 website Forms page to download and complete a customer return form and email it to [returns@skino2.com.au](mailto:returns@skino2.com.au) and the skin o2 returns department will investigate, contact you and process your matter. Skin O2 is dedicated to provide 100% quality products to all its customers. Our staff will always ensure matters of quality and customer service are investigated thoroughly by our Head Office. If you do not get 100% quality goods you will be refunded or credited. Please do not send back goods. You must lodge a return form first, attach invoice and do this within 7 days of receiving goods from Skin O2.

Any discrepancies must be reported within 7 days of receiving your order. Any discrepancies with your order will be logged in our system so that we can better manage your account. If any error has been made by us on a written order we will gladly pay for reshipment. If you require an urgent re-dispatch, it will be necessary to pay for goods at the time the re-order is lodged, which if required will be credited/refunded when your matter has been processed. Errors made by clients when placing their order can only be returned if reported within 7 days and products are unopened, but again a 30% stocking fee applies. Once again, please lodge a return form and do not send goods until a Skin O2 returns staff member contacts you to process your matter. Only if our returns staff requests you to return the goods are you able to do so. Goods must arrive in re-saleable condition and Return freight will be at customer's

expense. Goods must be re-packed carefully for return and the package must include a copy of completed returns form and copy of invoice or invoice number, as well as full and clear information as to why the goods are being returned. It is extremely important to provide a copy of the return form and invoice, so the return can be processed accurately and promptly. Skin O2 will not be liable for goods lost in return transit. Please consider insurance for returned goods.

**Reminder: Do not re-send goods - you must first download the return form from our website, complete and send to [returns@skino2.com.au](mailto:returns@skino2.com.au). You will not always be required to return the goods, but you must complete the return form and our Returns department will contact you to process your matter.**

**Request for Return/Exchange goods will only be accepted if purchased within 7 days and a 30% Re-stocking fee will apply. This fee covers costs of time and labour involved with processing and returning goods to the warehouse, so to save you money and time please ensure you take the time to order and choose your goods correctly when placing your order!**

## **Quality Assurance**

All of our packing is done under camera surveillance and our staff abide by strict quality assurance checks, to make sure that each and every item they pack is of the highest quality. During this time any faulty items that are found are returned and will not be dispatched. Please ensure your staff take care when unpacking goods, as we do not offer refunds for any damage that is caused whilst unpacking.

## **1. Definitions**

1.1 "Supplier" shall mean Star Dermaceutical Pty ATF Dermaceutical Trust, its successors and assigns or any person acting on behalf of and with the authority of Star Dermaceutical Pty ATF Dermaceutical Trust.

1.2 "Buyer" shall mean the Buyer (or any person acting on behalf of and with the authority of the Buyer) as described on any quotation, work authorisation or other form as provided by the Supplier to the Buyer.

1.3 "Guarantor" means that person (or persons) who agrees to be liable for the debts of the Buyer on a principal debtor basis.

1.4 "Goods" shall mean all Goods supplied by the Supplier to the Buyer (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by the Supplier to the Buyer.

1.5 "Services" shall mean all Services supplied by the Supplier to the Buyer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).

1.6 "Price" shall mean the Price payable for the Goods as agreed between the Supplier and the Buyer in accordance with clause 4.2 of this contract.

## **2. The Competition and Consumer Act 2010 ("CCA") and Fair Trading Acts ("FTA")**

2.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the CCA or the FTA in each of the States and Territories of Australia

(including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.

2.2 Where the Buyer buys Goods as a consumer these terms and conditions shall be subject to any laws or legislation governing the rights of consumers and shall not affect the consumer's statutory rights.

### **3. Acceptance**

3.1 Any instructions received by the Supplier from the Buyer for the supply of Goods and/or the Buyer's acceptance of Goods supplied by the Supplier shall constitute acceptance of the terms and conditions contained herein.

3.2 Where more than one Buyer has entered into this agreement, the Buyers shall be jointly and severally liable for all payments of the Price.

3.3 Upon acceptance of these terms and conditions by the Buyer the terms and conditions are binding and can only be amended with the written consent of the Supplier.

3.4 The Buyer shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Buyer or any change in the Buyer's name and/or any other change in the Buyer's details (including but not limited to, changes in the Buyer's address, facsimile number, or business practice). The Buyer shall be liable for any loss incurred by the Supplier as a result of the Buyer's failure to comply with this clause.

3.5 Goods are supplied by the Supplier only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Buyer's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.

### **4. Price and Payment**

4.1 At the Supplier's sole discretion the Price shall be either: (a) as indicated on invoices provided by the Supplier to the Buyer in respect of Goods supplied; or (b) the Supplier's current Price at the date of delivery of the Goods according to the Supplier's current pricelist.

4.2 The Supplier reserves the right to change the Price in the event of a variation to the Supplier's pricelist or from the plan of scheduled Services or specifications of the Goods (including, but not limited to, any variation as a result of unforeseen circumstances, increases to the Supplier in the cost of materials and labour, or fluctuations in currency exchange rates) will be charged for on the basis of the Supplier's Price and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.

4.3 At the Supplier's sole discretion a non-refundable deposit may be required.

4.4 At the Supplier's sole discretion payment shall be due on, or before, delivery of the Goods.

4.5 Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due shall be due thirty (30) days following the date of the invoice.

4.6 Payment will be made by cash, or by cheque, or by bank cheque, or by credit card (plus a surcharge of up to 2.5% of the Price), or by direct credit, or by any other method as agreed to between the Buyer and the Supplier.

4.7 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

## **5. Delivery of Goods**

5.1 At the Supplier's sole discretion delivery of the Goods shall take place when: (a) the Buyer takes possession of the Goods at the Supplier's address; or (b) the Buyer takes possession of the Goods at the Buyer's nominated address (in the event that the Goods are delivered by the Supplier or the Supplier's nominated carrier).

5.2 At the Supplier's sole discretion the costs of delivery are: (a) included in the Price; or (b) in addition to the Price.

5.3 Delivery of the Goods to a third party nominated by the Buyer is deemed to be delivery to the Buyer for the purposes of this agreement.

5.4 The Supplier may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

5.5 The failure of the Supplier to deliver shall not entitle either party to treat this contract as repudiated. 5.6 The Supplier shall not be liable for any loss or damage whatsoever due to failure by the Supplier to deliver the Goods (or any of them) promptly or at all, where due to circumstances beyond the control of the Supplier.

## **6. Risk**

6.1 If the Supplier retains ownership of the Goods nonetheless, all risk for the Goods passes to the Buyer on delivery.

6.2 Where the Buyer expressly requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Buyer's sole risk and it shall be the Buyer's responsibility to ensure the Goods are insured adequately or at all.

## **7. Defects**

7.1 The Buyer shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify the Supplier of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Buyer shall afford the Supplier an opportunity to inspect the Goods within a reasonable time following delivery if the Buyer believes the Goods are defective in any way. If the Buyer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Supplier has agreed in writing that the Buyer is entitled to reject, the Supplier's liability is limited to either (at the Supplier's discretion) replacing the Goods or repairing the Goods except where the Buyer has acquired Goods as a consumer within the meaning of the Competition and Consumer Act 2010 (Cwlth) or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Goods, or repair of the Goods, or replacement of the Goods.

## **8. Returns**

8.1 Returns will only be accepted provided that:

(a) the Buyer has complied with returns provision; and

(b) the Supplier has agreed in writing to accept the return of the Goods after receiving the returns form; and

(c) the Goods are returned at the Buyer's cost within seven (7) days of the delivery date; and

(d) the Supplier will not be liable for Goods which have not been stored or used in a proper manner or are older stock not recently purchased within the 7 days; and

(e) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.

8.2 The Supplier may (at their sole discretion) accept the return of Goods for credit but this may incur a handling fee of up to thirty percent (30%) of the value of the returned Goods plus any freight costs.

8.3 Non-stocklist items or Goods made to the Buyer's specifications are under no circumstances acceptable for credit or return.

## **9. Warranty**

9.1 To the extent permitted by statute, no warranty is given by the Supplier as to the quality or suitability of the Goods for any purpose and any implied warranty, is expressly excluded. The Supplier shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.

## **10. Intellectual Property**

10.1 Where the Supplier has designed, drawn or written Goods for the Buyer, then the copyright in those designs and drawings and documents shall remain vested in the Supplier, and shall only be used by the Buyer at the Supplier's discretion.

## **11. Default and Consequences of Default**

11.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Supplier's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

11.2 In the event that the Buyer's payment is dishonoured for any reason the Buyer shall be liable for any dishonour fees incurred by the Supplier.

11.3 If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Supplier from and against all costs and disbursements incurred by the Supplier in pursuing the debt including legal costs on a solicitor and own client basis and the Supplier's collection agency costs.

11.4 Without prejudice to any other remedies the Supplier may have, if at any time the Buyer is in breach of any obligation (including those relating to payment) the Supplier may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. The Supplier will not be liable to the Buyer for any loss or damage the Buyer suffers because the Supplier has exercised its rights under this clause.

11.5 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of four hundred dollars (\$400.00)) shall be levied for administration fees which sum shall become immediately due and payable.

11.6 Without prejudice to the Supplier's other remedies at law the Supplier shall be entitled to cancel all or any part of any order of the Buyer which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable in the event that:

(a) any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Buyer will be unable to meet its payments as they fall due; or

(b) the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or



(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer.

## 12. Cancellation

12.1 The Supplier may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Buyer. On giving such notice the Supplier shall repay to the Buyer any sums paid in respect of the Price. The Supplier shall not be liable for any loss or damage whatsoever arising from such cancellation.

12.2 **No cancellations once order is confirmed and processed by the Buyer.** In the event that the Buyer cancels delivery of Goods the Buyer shall be liable for any loss incurred by the Supplier (including, but not limited to, any loss of profits) up to the time of cancellation.

12.3 Cancellation of orders for Goods made to the Buyer's specifications or non-stocklist items will definitely not be accepted, once production has commenced.

## 13. Privacy Act 1988

13.1 The Buyer and/or the Guarantor/s (herein referred to as the Buyer) agree for the Supplier to obtain from a credit reporting agency a credit report containing personal credit information about the Buyer in relation to credit provided by the Supplier.

13.2 The Buyer agrees that the Supplier may exchange information about the Buyer with those credit providers either named as trade referees by the Buyer or named in a consumer credit report issued by a credit reporting agency for the following purposes:

- (a) to assess an application by the Buyer; and/or
- (b) to notify other credit providers of a default by the Buyer; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Buyer is in default with other credit providers; and/or
- (d) to assess the creditworthiness of the Buyer. The Buyer understands that the information exchanged can include anything about the Buyer's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.

13.3 The Buyer consents to the Supplier being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

13.4 The Buyer agrees that personal credit information provided may be used and retained by the Supplier for the following purposes (and for other purposes as shall be agreed between the Buyer and Supplier or required by law from time to time):

- (a) the provision of Goods; and/or
- (b) the marketing of Goods by the Supplier, its agents or distributors; and/or
- (c) analysing, verifying and/or checking the Buyer's credit, payment and/or status in relation to the provision of Goods; and/or
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Buyer; and/or
- (e) enabling the daily operation of Buyer's account and/or the collection of amounts outstanding in the Buyer's account in relation to the Goods.

13.5 The Supplier may give information about the Buyer to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about the Buyer;
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Buyer.

13.6 The information given to the credit reporting agency may include:

- (a) personal particulars (the Buyer's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number;
- (b) details concerning the Buyer's application for credit or commercial credit and the amount requested;
- (c) advice that the Supplier is a current credit provider to the Buyer;
- (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
- (e) that the Buyer's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
- (f) information that, in the opinion of the Supplier, the Buyer has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Buyers credit obligations);
- (g) advice that cheques drawn by the Buyer for one hundred dollars (\$100) or more, have been dishonoured more than once;
- (h) that credit provided to the Buyer by the Supplier has been paid or otherwise discharged.

## **14. General**

14.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

14.2 If any provisions of these terms and conditions are inconsistent with the PPSA, the PPSA shall prevail to the extent of that inconsistency.

14.3 These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the courts of Queensland.

14.4 The Supplier shall be under no liability whatsoever to the Buyer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Supplier of these terms and conditions.

14.5 In the event of any breach of this contract by the Supplier the remedies of the Buyer shall be limited to damages which under no circumstances shall exceed the Price of the Goods.

14.6 The Buyer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Buyer by the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute.

14.7 The Buyer agrees that the Supplier may review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Supplier notifies the Buyer of such change. The Buyer shall be under no obligation to accept such changes except where the Supplier supplies further Goods to the Buyer and the Buyer accepts such Goods.

14.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party. The failure by the Supplier to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Supplier's right to subsequently enforce that provision.

## **Force Majeure**

Dermaceutical Trust's obligations to perform in accordance with "the Terms" will be suspended for the duration of any delay arising out of anything outside Dermaceutical Trust's

control including but not limited to fire, storm, flood, earthquake, accident, war strikes, lockouts, raw material or labour shortages, accidents or breakdowns of plant or machinery. Dermaceutical Trust shall not be under any liability in respect of such suspension, and in particular Dermaceutical Trust will be under no obligation to deliver at any future date any Goods not delivered during the period of suspension.

### **Disclaimer**

As the ordinary or otherwise use(s) of products is outside the control of Star Dermaceutical, no representation or warranty, expressed or implied, is made as to the effect(s) of such use(s), (including damage or injury), or the results obtained. Star Dermaceutical expressly disclaims responsibility as to the ordinary or otherwise use(s). Furthermore, nothing contained herein should be considered as a recommendation by Star Dermaceutical as to the fitness for any use. The liability of Star Dermaceutical is limited to the value of the goods and does not include any consequential losses.

Star Dermaceutical shall not be liable for any errors or delays in the content, or for any actions taken in reliance thereon.