



BUSINESS & PROFESSIONAL DEVICE PURCHASE TERMS

For devices, equipment, training packages and related professional purchases

NO CONTRACTUAL COOLING-OFF PERIOD | NO CHANGE-OF-MIND REFUNDS

Neoform Technologies Ltd

Company No. 17115219

61 Bridge Street, Kington, United Kingdom, HR5 3DJ

Director: Hollie Cummins

IMPORTANT — WHO THESE TERMS APPLY TO

Neoform Technologies devices and device-training packages are sold for professional and business use. If you purchase a Device, Training or package wholly or mainly for use in a clinic, salon, aesthetics business, training academy, self-employed practice, new business or any other trade, professional or income-generating activity, you are purchasing as a Business Customer.

This remains the case even if: you order in your personal name; pay using a personal debit/credit card or personal bank account; operate as a sole trader or self-employed practitioner; have not yet incorporated a limited company; or are purchasing the Device to establish a new business.

The legal capacity in which you purchase is determined by the purpose of the purchase, not simply the name on the payment card or bank account. These Terms are not intended to govern a purchase made wholly or mainly outside a person's trade, business, craft or profession.

NO CONTRACTUAL COOLING-OFF PERIOD — NO CHANGE-OF-MIND REFUNDS

FOR BUSINESS AND PROFESSIONAL PURCHASES COVERED BY THESE TERMS, NEOFORM DOES NOT PROVIDE A CONTRACTUAL 14-DAY COOLING-OFF PERIOD. ONCE NEOFORM HAS ACCEPTED THE ORDER, THE SALE IS A FIRM COMMERCIAL COMMITMENT.

The Customer has no contractual right to cancel or obtain a refund merely because they change their mind, no longer want or require the Device, cannot obtain finance, cannot afford a remaining balance, decide not to start or continue the business, find another supplier or cheaper Device, no longer intend to provide the treatment, or experience a change in personal or business circumstances.

Payments, including deposits, are non-refundable to the fullest extent permitted by law once the order has been accepted and Neoform has committed to the order. Nothing in these Terms excludes any right or remedy that cannot lawfully be excluded, including applicable rights concerning defective or misdescribed goods.

1. Definitions and Business Status

"Neoform", "we", "us" and "our" mean Neoform Technologies Ltd. "Customer" or "Business Customer" means a person or organisation purchasing wholly or mainly for purposes relating to their trade, business, craft or profession.

"Device" includes aesthetic, laser, energy-based, imaging, body-contouring and other professional equipment supplied by Neoform. "Training" includes theory, practical tuition, assessment, course materials and certification.

A person purchasing in their own name may still be a Business Customer where the purchase is wholly or mainly for professional/business purposes.

2. Acceptance and Contract Formation

By submitting an order, paying an invoice or deposit, completing website checkout or expressly accepting these Terms, the Customer agrees to them.

An order is an offer to purchase. The contract becomes binding when Neoform accepts the order, issues written confirmation or commences fulfilment following acceptance.

The person ordering on behalf of a business confirms they have authority to bind that business.

3. No Cancellation / No Refund Policy

Once an order has been accepted, there is no contractual change-of-mind cancellation right for a Business Customer.

All payments and deposits are non-refundable to the fullest extent permitted by law once Neoform has accepted and committed to the order, including where stock has been allocated or ordered, equipment configured or prepared, training reserved, administration undertaken or third-party costs incurred.

A Customer's inability to obtain finance, change in financial position, decision to cease or postpone trading, inability to attend training, change of premises, discovery of an alternative supplier or cheaper product, or change of mind does not create a contractual entitlement to cancel or obtain a refund.

Neoform may, entirely at its discretion, agree in writing to a cancellation, transfer, credit or variation. Any such agreement does not establish a continuing right and may be subject to reasonable charges or deductions reflecting costs and losses.

Nothing in this clause excludes rights or remedies that cannot legally be excluded.

4. Prices, Deposits and Payment

Prices are those stated at checkout, in the accepted quotation or invoice. VAT and delivery charges apply where stated or required.

Unless otherwise agreed in writing, cleared payment is required before dispatch, installation or Training.

Failure to pay a balance when due does not amount to cancellation and does not release the Customer from a binding order.

The Customer must not initiate an unjustified chargeback. Nothing prevents exercise of a lawful card, banking or statutory remedy.

5. Delivery and Inspection

Delivery dates are estimates unless expressly guaranteed in writing. Neoform will use reasonable efforts to meet stated delivery arrangements.

The Customer must provide accurate delivery details and reasonable access.

Business Customers should inspect delivered goods promptly and notify Neoform as soon as reasonably practicable of visible transit damage, shortages or incorrect goods, providing photographs or other evidence where appropriate.

6. Device Specifications and Use

Product photographs and marketing imagery are illustrative. Minor cosmetic, packaging, software, component or specification changes may occur where they do not materially reduce contracted functionality.

The Customer is responsible for ensuring that the Device is appropriate for its intended professional use unless Neoform expressly agrees a particular requirement in writing.

Devices must be used only for their intended purpose and in accordance with supplied instructions, safety information, Training and applicable professional/regulatory requirements.

7. Training

Where Training is included, dates and locations are subject to availability and reasonable operational changes.

Delegates must satisfy course prerequisites, follow safety instructions and complete required documentation and assessments.

Certification may be conditional on attendance, satisfactory assessment and completion of all required documentation.

Training does not itself guarantee insurance, licensing, registration, competence for every procedure, business success or permission to practise in every jurisdiction.

8. Warranty

Unless a different written warranty applies to the order, new Devices are supplied with Neoform's stated 12-month commercial warranty.

Warranty coverage is subject to proper use and maintenance and does not ordinarily cover consumables, accidental damage, misuse, unauthorised modification or repair, incompatible accessories/consumables, external electrical issues or damage caused by failure to follow instructions.

A warranty claim may require serial number, photographs, videos, error information and reasonable remote troubleshooting.

Where a valid warranty fault is established, Neoform may repair or replace the affected part or Device or provide another remedy required by applicable law.

9. Finance and Funding

Where third-party finance, leasing or payment facilities are used, the finance agreement is between the Customer and the relevant provider unless expressly stated otherwise.

Finance rejection, withdrawal or delay does not automatically cancel a binding Neoform purchase contract unless Neoform expressly agreed in writing before acceptance that the order was conditional upon finance.

10. Professional and Regulatory Responsibility

The Customer and each practitioner are responsible for determining whether they are appropriately trained, qualified, insured and legally permitted to offer each treatment.

The Customer is responsible for patient selection, consultation, consent, contraindication screening, record keeping, infection control, treatment settings, aftercare and complication management within their professional responsibilities.

Neoform does not guarantee clinical outcomes, patient demand, treatment income, revenue or return on investment. Revenue examples and treatment-result examples are illustrative unless expressly guaranteed in writing.

11. Intellectual Property

Neoform branding, manuals, training materials, graphics, photographs, videos, protocols and proprietary materials remain owned by Neoform or its licensors unless expressly stated otherwise.

Supplied marketing materials may be used for legitimate promotion of the Customer's services but must not be resold, reproduced for competing training or commercially exploited beyond the permission granted.

12. Data Protection

Neoform processes personal data in accordance with applicable UK data-protection law and its Privacy Notice.

Business Customers are independently responsible for their own compliance when collecting and processing patient, client, employee or other personal data.

13. Limitation of Liability

Nothing in these Terms excludes or limits liability where exclusion or limitation would be unlawful, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

Subject to the preceding paragraph and to the extent lawful and reasonable, Neoform is not liable to a Business Customer for indirect or consequential loss, loss of profit, revenue, anticipated savings, goodwill, business opportunity or business interruption.

Subject to liabilities that cannot lawfully be limited, Neoform's aggregate liability arising from a particular order is limited, to the extent lawful and reasonable, to the amount paid or payable to Neoform for the goods or services giving rise to the claim.

14. Events Outside Reasonable Control

Neoform is not responsible for delay or failure caused by events outside its reasonable control, including but not limited to: natural disasters, war, terrorism, civil unrest, supply chain disruption, supplier failure, industrial action, fire, flood, governmental action, import/export controls, or any other event beyond Neoform's control.

15. Complaints and Disputes

Customers should contact Neoform promptly with order details and sufficient information to identify the issue. The parties should attempt in good faith to resolve commercial disputes before proceeding to arbitration.

16. General

If any provision is invalid or unenforceable, the remaining provisions continue in effect.

A failure or delay in enforcing a right does not waive that right.

These Terms, together with the accepted order, invoice, product-specific warranty and export control documents, form the agreement concerning the relevant purchase.

17. Governing Law and Jurisdiction

These Terms and any non-contractual obligations arising from them are governed by the law of England and Wales. For Business Customers, the courts of England and Wales have exclusive jurisdiction unless otherwise stated in writing.

18. Mandatory Website Business Declaration

Recommended unticked checkout declaration:

"I CONFIRM I AM PURCHASING FOR BUSINESS/PROFESSIONAL USE. I confirm that this Device, Training or package is being purchased wholly or mainly for my trade, business or professional activities. I understand that I am purchasing as a Business Customer even if I am purchasing in my personal name or paying from a personal account. I have read and agree to Neoform Technologies Ltd's Business & Professional Device Purchase Terms, including the No Cancellation / No Refund Policy."

The declaration should not be pre-ticked. Neoform should retain an auditable record of acceptance, including the order, date/time and version of the Terms accepted.

19. Company Details

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