

# Dermalogica (UK) Ltd (“Dermalogica”)

## Trading Terms and Conditions

These Trading Terms and Conditions (“T&Cs”) outline the requirements governing an authorised Dermalogica account (an “Account”) in the British Isles, including the Republic of Ireland.

### Introduction

1. **Applicable Terms.** Subject to any variation under clause 2, all Dermalogica products including Dermalogica Professional Products and Dermalogica Retail Products (collectively the “Products”) will be supplied upon these T&Cs to the exclusion of all other terms and conditions (including any terms or conditions which Account purports to apply under any purchase order, confirmation of order or other documents).
2. **Changes.** All of Account's Dermalogica-related activities are governed by these T&Cs. Any variation from these T&Cs shall have no effect unless expressly agreed in writing and signed by an authorised representative of Dermalogica. Dermalogica reserves the right to change these T&Cs. Dermalogica may notify changes in these T&Cs through the monthly marketing communication provided to all Accounts. The T&Cs, and updates to the T&Cs will be posted at <http://business.dermalogica.co.uk/Docs/Policies/Uk/Dermalogica-Trading-Terms-Conditions.pdf>.

### Location/Account Requirements

3. **Skin Care Centre.** The Products are available only to the skin care centre/spa/licensed school location authorised and approved by Dermalogica. At all times, each Account must have a physical location where Dermalogica Retail Products are sold to consumers, and where Account provides professional skin care services to consumers using Dermalogica Professional Products in accordance with these T&Cs. Account must maintain an adequately equipped treatment room for the provision of skin care treatments. The treatment room must be maintained by Account in a clean and sanitary condition.
4. **Internet.** Account may not advertise or sell Products over the internet (by means of a website or social media site supplementing the website that is owned or operated by Account) unless it is in full compliance with these T&Cs and the Dermalogica Website Requirements, a copy of which is available at: <http://business.dermalogica.co.uk/Docs/Policies/Uk/dermalogica-website-requirements.pdf>, and only if the contents of the website and social media site have been approved in writing by Dermalogica.
5. **Location Changes.** All Accounts shall provide a minimum of 7 days written notice to Dermalogica of any intended relocation of physical premises prior to such relocation in order to enable Dermalogica to ensure the new location complies with these T&C's.
6. **Skin Care Therapist.** Each Account must have one or more fully qualified skin care therapist(s) employed on a full time basis to provide dedicated professional skin care treatments and services using the Products. Further, Account will ensure that at least one qualified skin care therapist is available for consultation and professional recommendation on site at each of Account's premises at all times during which Account sells the Products.
7. **Education.** On approval of an account application, all skin care therapists in the employ of Account are required to attend the next available training course(s) on product knowledge and skin consultation organised by Dermalogica. Dermalogica Professional Products may only be used or applied by skin care therapists properly trained in their use, and Dermalogica Retail Products may only be prescribed and sold by skin care therapists so trained. All new skin care therapist employees of Account are required to attend Dermalogica classes before they begin work with the Products. All of Account's staff are encouraged to take advantage of the wide range of Dermalogica classes on offer, and should attend regularly.
8. **Brand Positioning.** Account will ensure that the Products are presented in a manner that (i) is consistent with Dermalogica's foundation in professional skin care and education, (ii) accentuates the performance of the Products, (iii) is consistent with Dermalogica's minimum presentation standards, and (iv) exemplifies Dermalogica's position as a leading professional skin care company.
9. **Product Guarantee.** Dermalogica offers a 100% money back guarantee on Products returned by consumers who purchased them at the approved location as specified in Clause 3. Dermalogica will not accept consumer returns or exchanges of Products from sales made by Account on the Internet. In the event of a consumer return, Account will refund the retail price to the consumer, and send the Products back to Dermalogica. Dermalogica will then credit Account for the cost of the Products on their receipt, including packaging and postage.

### Purchases

10. **Orders.** Orders for Products may be placed by Accounts online through MyAccount at <http://www.dermalogicaconnect.co.uk/>, over the phone, by fax or post. By initially accepting an order through any medium, Dermalogica is under no obligation to supply the Products ordered. No additions or changes may be made to an order by Account once placed. Carriage charges will vary according to order value and location.
11. **Pricing.** Sales of Products to Account will be at the prices in effect at the time orders for Products are accepted by Dermalogica. All prices and pricing related policies are at Dermalogica's sole discretion.
12. **Payment.** Payment for the Products is due in Pound Sterling or in Euros in the case of an Account in the Republic of Ireland (unless otherwise agreed in writing by Dermalogica). If credit is granted to Account, payment for the Products is due to Dermalogica no later than 30 days from date of invoice. If credit is not granted or suspended, payment may be required for the total value of the Products ordered before any Products are dispatched and the value of any Products not dispatched will be held on the customer's account as credit to be used to purchase further Products.
13. **Late Payments.** Time for payment shall be of the essence. If Account fails to pay Dermalogica any sums due, Account will be liable to pay interest to Dermalogica on such sums from the due date for payment at the annual rate of 2% greater than the Bank of England's base lending rate from time to time, accruing on a daily basis until payment is made, whether before or after any judgment. Dermalogica reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

14. Delivery. Orders will be delivered to the business address on Account's application form, unless an alternative delivery address has been previously agreed by Dermalogica in writing. Any delivery dates are estimates only, and Dermalogica is not liable for any losses caused by late delivery or non-delivery. Orders may also be collected from Dermalogica's Head Office by prior arrangement.
15. Risk of Loss. All Products shall be at Account's risk from the time they are delivered.
16. Title. Property in the Products delivered shall not pass to Account until Account has paid all sums due to Dermalogica in respect of the Products and on any other account. Until property in the Products passes to Account in accordance with this clause, Account shall hold the Products as bailee for Dermalogica and shall store them in such a way that they remain identifiable as Dermalogica's property.

#### Sales

17. Limitation of Sales. Account shall not transfer or sell any Products to any unauthorised re-distributor, reseller or retailer, or through any Internet social media site, auction/consignment site and or any Internet mall/marketplace (including but not limited to eBay and Amazon), nor shall Account sell any Products to a customer who is located outside of the European Economic Area. The Products may only be sold or applied at approved locations as specified in clause 3. Prior to the completion of any sale, Account shall use reasonable efforts to determine whether the sale complies with this clause. Account shall not sell any Dermalogica Professional Products to any consumer, as they are not formulated or labelled for consumer use.
18. An Account shall provide to a representative of Dermalogica, when reasonably requested, a listing of customer invoices showing Product items and quantities sold to customers, as necessary to investigate any claims made regarding the sale of Products to unauthorised resellers by Account.

#### Dermalogica Intellectual Property

19. Permitted Uses. Account is permitted to use Dermalogica Intellectual Property, but only in accordance with these T&Cs, unless agreed otherwise in writing by Dermalogica. "Dermalogica Intellectual Property" includes all trademarks, service marks, trade names and domain names, copyright and related rights, goodwill, designs, database rights, rights in confidential information (including know-how and trade secrets) and other identifications of Dermalogica all as owned or used by Dermalogica, The International Dermal Institute, or the Products, in each case whether registered or unregistered.
20. Prohibited Uses. Account is not permitted to use any part or portion of the Dermalogica Intellectual Property as its business name, registered company name, URL or logo or any part thereof. Account will not itself, and will not permit others to, modify, change, dilute, alter or deface in any form or manner the Products and their contents, packaging, designs, labelling or the Dermalogica Intellectual Property.
21. Advertising. Account is not permitted to advertise, promote, or present Dermalogica or the Products in any manner likely to be detrimental to the reputation and value of Dermalogica as a high quality brand. All advertising and promotion campaigns presenting Dermalogica and/or its Products for and by an Account directed at consumers outside the premises of the approved location as specified in Clause 3 must be pre-approved by Dermalogica. This requirement applies to all media.
22. Benefit of Use. All use of the Dermalogica Intellectual Property by Account inures to the benefit of Dermalogica. Account will make no attempt to register or otherwise acquire rights in any Dermalogica Intellectual Property.

#### Other

23. Termination. Dermalogica may, at its discretion, suspend or terminate Account for any reason with immediate effect on written notice. For avoidance of doubt, suspension or termination does not relieve Account of its responsibility to pay for Products it has ordered or fulfil its other obligations to Dermalogica.
24. Recovery of Products. Without prejudice to any other rights that Dermalogica may have under these T&Cs or otherwise, if the Products have not been paid for or if Dermalogica believes that the Products will not be paid for in accordance with these T&Cs, then Dermalogica may at any time require Account to deliver up the Products and, if Account fails to do so forthwith, enter any premises of Account and repossess the Products. For the purposes of this clause, Account grants Dermalogica, its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them or recover them.
25. Costs. Any costs incurred by Dermalogica in recovery or attempted recovery of Products or monies due by Account including without limitation legal and other professional costs and expenses will be payable by Account.
26. Handling Fees. Dermalogica may charge a handling fee up to 50% on Products returned due to overstocking or on termination of Account. In such a case, only Products in satisfactory condition to be resold will be accepted for credit. Returned Products will not be accepted after 30 days from date of purchase without prior arrangement.
27. The account hereby submits to the exclusive jurisdiction of the English courts for the resolution of any and all disputes arising hereunder but agrees that Dermalogica may submit any such dispute in the jurisdiction in which Account is located.
28. As a Dermalogica account holder, you will have access to tools that collect customer personal data. As a data processor under GDPR, you have certain obligations as detailed in our Data Protection Agreement and will be expected to comply with both the Dermalogica DPA and GDPR.