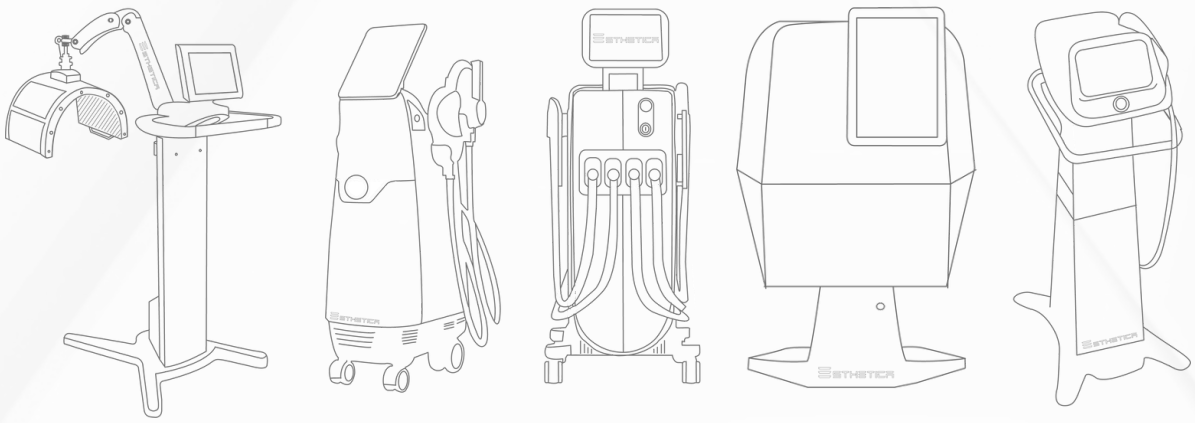
TERMS OF WARRANTY



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LIMITED WARRANTY

COVERAGE

The Esthetica Academy warrants that the Product will be free from defects in materials and workmanship under normal use for a period from the date of purchase ("the Warranty Period").

SCOPE OF WARRANTY

This warranty covers repair or replacement of any defective parts or components of the Product, at the Company's discretion, during the "Warranty Period". Esthetica Academy may use new, refurbished, or reconditioned parts or products for repair or replacement.

EXCLUSIONS

This warranty does not cover damage or defects resulting from:

- Improper installation, misuse, abuse or neglect of the "Product".
- Modification or alteration of the "Product" without prior authorization from Esthetica Academy
- Use of the "Product" for purposes other than those specified in the user manual.
- Normal wear and tear, cosmetic damage or deterioration of the "Product" due to use.

OBTAINING WARRANTY SERVICE

To obtain warranty service, the purchaser must contact the Esthetica Academy authorized warranty officer and provide proof of purchase. Esthetica Academy may require the return of the defective "Product" or parts for inspection.

LIMITATION OF LIABILITY

Esthetica Academy's liability under this warranty is limited to the repair or replacement of defective parts or components of the "Product". In no event shall Esthetica Academy be liable for any incidental, consequential, or indirect damages arising from the use of the "Product".

DISCLAIMER OF WARRANTIES:

Except for the express warranty provided herein, Esthetica Academy makes no other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

GOVERNING LAW:

This warranty shall be governed by and construed in accordance with the laws of the Australian Consumer Law (ACL), which is part of the Competition and Consumer Act 2010 (Cth), without regard to its conflict of law provisions.

CONTACT INFORMATION:

FOR WARRANTY SERVICE OR INQUIRIES, PLEASE CONTACT:

WARRANTY OFFICER
0433 160 715
ACCOUNTS@ESTHETICAACADEMY.COM.AU

ESTHETICA ACADEMY
3/4 BRIDGE ROAD, KEYSBOROUGH
VICTORIA, 3173

ESTHETICA

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TERMS OF WARRANTY

Please complete the following details in printed section below. Send one copy to Esthetica Academy and retain the customer copy in your training file with the original purchase docket. Kindly sign page 4 of this agreement and complete the Esthetica Academy Copy on page 10. Please scan and e -mail the entire document to sue@estheticaacademy.com.au. In the email please put the subject "WARRANTY"and the "NAME OF THE OWNER".

DISCLAIMER

Warranty documents must be completed and returned within 10 days of receiving the device. Failure to do so will be construed as acknowledgment and agreement to the terms outlined in the warranty.Additionally, the company shall not be held liable for any claims, damages, or issues not explicitly covered within the warranty document.

CLIENT COPY

☐ I HAVE READ THIS ENTIRE AGREEMENT AND UNDERSTAND THE CONTENT THERE OF.

OWNERS NAME			
OWNERS SIGNATURE			
SALON NAME			
DEVICES			
ADDRESS			
SUBURB		**STATE**	**POSTAL CODE**
SIGNED DATE	___/___/___	**TRAINER**	

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DEFINITIONS

The terms listed below can be defined as:

"EA"	Means ESTHETICA ACADEMY (Australia) Pty Ltd (ABN 45635460310)
"AUTHORISED SERVICE REPRESENTATIVE"	Means an independent service contractor authorised by Esthetica Academy or Esthetica Academy service personnel.
"CERTIFICATE(S) OF COMPLIANCE"	Means certificate(s) issued by licensed personnel including technicians, trainers, or other relevant people authorised to do so by Esthetica Academy. This certificate is to certify that any prescribed works comply with applicable Esthetica Academy requirements.
"CERTIFICATE(S) OF COMPETENCE"	Means certificate(s) issued by Esthetica Academy that certifies that the operator has been trained in all aspects of the operations and care of the equipment.
"INSTALLATION SITE"	Means the site at which the product is originally installed.
"OPERATING INSTRUCTIONS"	Means the user manual or other documentation that provides detailed instructions on the proper operation and maintenance of the "Product".
"PURCHASER"	Means the end user of the product, the person named as owner in the warranty certificate, the holder of the proof of purchase.
"PRODUCT"	Means the equipment purchased by the purchaser and described in page 7 of this document.
"PRODUCT PURPOSE"	Means that the products described in page 7, are designed and manufactured for the specific purpose as outlined in the training manual. Use of the product for any other purpose will void this warranty.
"PROOF OF PURCHASE"	Means a tax invoice or receipt in respect of the product. A Certificate of Compliance that details the date installation or commissioning will suffice.
"INSTALLER"	Means the qualified person appointed by Esthetica Academy who is responsible for performing the installation work or training in the manner prescribed by Esthetica Academy, including compliance with any relevant Australian or New Zealand Standards and to Esthetica Academy specification.
"LOAN UNITS"	Mean's a machine or machine part that offers the purchaser the same functionality as the machine purchased. A loan unit might not be of the same make /model as the one purchased. Loan units will be covered by the terms and conditions of this Warranty.
"WARRANTY PERIOD"	Means the period from date of delivery as per delivery / courier certificate.
"TREATMENT HEAD/HAND PIECE"	The equipment that can be attached/detached from the main unit and used to perform a specific treatment.

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TERMS OF WARRANTY

Subject to these terms of warranty, the product is warranted by Esthetica Academy to be free from defects in materials and factory workmanship for the period set out below. Esthetica Academy does not warrant installation related products.

Opening or removing the main frame for any reason will void the machine warranty, unless agreed in written by Esthetica Academy. Any maintenance to be performed by qualified technicians needs to be approved by Esthetica Academy.

WARRANTY PERIOD, PARTS & LABOUR

Losses/shortages/damage to items listed on the packing list including consumable parts, is to be reported in writing to Esthetica Academy within two working days after the delivery of the purchased equipment. Esthetica Academy will not take responsibility for any such if no notice is received within the allocated time period.

MAIN MACHINE UNIT NOT INCLUDING TREATMENT HEADS / ELECTRICAL/ POWER CORDS / ACCESSORIES

Up to 6 years - onsite repairs including parts and labor. In instances where Esthetica Academy deems onsite repairs not viable the equipment will be shipped to Esthetica Academy service centre for repairs at Esthetica Academy cost.

Loan Units - Esthetica Academy will endeavour to have faulty units repaired within 48 business hours after receiving such at its service centre. On receipt of the faulty unit, Esthetica Academy will evaluate the expected term of repair. In the event that warranty related repairs cannot be completed within two working days after receipt (not including shipping from and to the purchaser) Esthetica Academy will make a loan unit available to the purchaser until such time as the purchaser's equipment has been repaired. Upon receipt of the repaired unit the purchaser is to return the loan unit to Esthetica Academy immediately.

TREATMENT HEADS / HAND PIECES

Treatment heads have a limited operational life span and/or consumable parts. Treatment heads such as but not limited to IPL, E -light, SHR and RF heads have a limited life span. The warranty on these units expires six months after purchase of a new handpiece.

Treatment heads /hand pieces cannot be repaired onsite and all repairs will be done at Esthetica Academy service centre. Esthetica Academy technical department will, at its sole discretion, determine if the faulty part will be replaced or repaired. Faulty treatment heads that have NOT been used operationally will be replaced with new replacement units. Faulty treatment heads that HAVE been used operationally, will be repaired or replaced with an operable unit of similar usage /age /value.

CONSUMABLE PARTS

Consumable parts are not covered by warranty. Please refer to the packaging list for a full list of consumable parts applicable to your specific machine.

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TERMS OF WARRANTY

PARTS NOT COVERED BY WARRANTY

Certain parts supplied with your equipment are deemed free of any defect on inspection on purchase will be deemed as such for the full period of this warranty. Any defects/damage to these items must be reported in writing to Esthetica Academy within the prescribed period of two (2) working days.

THE LIST OF PARTS INCLUDES BUT IS NOT LIMITED TO:

- IPL Filters
- Device Hand Pieces
- Laser tips and filters
- IPL / Laser Operators and client eyewear
- Filler hoses and attachments
- Power Cords
- Bolts, Nuts and brackets
- Dermabrasion treatment heads
- Dermabrasion
- Containers Keys
- RF treatment head tips Foot Pedals
- Main machine casings and wheels
- Replacement parts may be obtained from Esthetica Academy technical department

PURCHASER WILL BE CHARGED AT ESTHETICA ACADEMYS STANDARD RATES IF:

- The problem is not covered by these terms of "Warranty" (e.g., damage, problems or failure resulting from improper use or neglect to follow the maintenance regime.)
- If there is nothing wrong with the product (e.g., instructing purchaser on the operation of the product and/or controls);
- If the purchaser did not comply with the maintenance and care as stipulated in the user manual and training manual.
- If the purchaser did not comply with the written instructions outlining such in any document made available to the purchaser by Esthetica Academy or any of its affiliates
- For any periodic service outlined in the service manual, performed by EA at the purchaser's request or deemed necessary by Esthetica Academy prior to any repairs.

EA WILL DETERMINE WHETHER THE FAULT IS WARRANTY RELATED

Prior to calling for warranty or service, please ensure you refer to your Operating Instruction Manual and in particular the Troubleshooting Section.

It is also recommended that you test the power outlet and related connections before making a warranty inquiry

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TERMS OF WARRANTY

DISCLAIMER

Esthetica Academy will determine, at its sole discretion, which classification the product fits into and the corresponding warranty period that shall apply. An Esthetica Academy authorised service representative will repair or replace, at his/her discretion, the product or any part of the product that his/her examination shows to be defective. Opening or removing the main frame for any reason will void the machine warranty. Any maintenance is to be performed by qualified technicians approved by Esthetica Academy. The hours of work for authorised service representatives are business hours 9:00am to 5:00pm weekdays, excluding public holidays, and at a time convenient to the Authorised Service Representative. Any repairs by non-authorised agents may void the warranty. The warranty of the product requires that, in addition to all other conditions, the purchaser conducts regular and/or preventative maintenance as may be specified by Esthetica Academy (e.g. Operating Instructions) and required by the level of usage and the usage environment. This includes the use of correct and uncontaminated distilled water or other fluids as stipulated in the user manual.

THE PURCHASER MAY ONLY OBTAIN THE BENEFIT OF THE WARRANTY IF THE PURCHASER:

Notifies Esthetica Academy in writing within 30 days of a defect developing, that a claim is being made under this Warranty. They must provide any support of the claim that is being made under this warranty and a Proof of Purchase if asked to do so.

EXCLUSIONS

THIS WARRANTY DOES NOT COVER:

- Damage, problems or failure resulting from improper operation and/or inadequate maintenance by the Purchaser (refer to Purchaser's Responsibilities section in the user and or training manual)
- Use of these products in locations and situations outside of the "Product Purpose" will void this warranty.
- Damage, problems or failure resulting from improper or faulty installation. The "Product" setup must be approved by a person authorised to do so by Esthetica Academy. Purchasers may unpack the machine and do the complete initial setup by following the setup instructions as provided by EA. Any damages, shortages or faults are to be reported toEsthetica Academy in writing immediately upon setup and prior to operating the equipment. If the machine is operated prior to the setup being approved by an authorised Esthetica Academy representative, Esthetica Academy might, at its own discretion, void the warranty.
- Where applicable, Certificate(s) of Compliance are to be obtained by the purchaser from the qualified installer / trainer and presented to the authorised service representative.
- Damage, problems or failure(s) caused by factors external to the product including, but not limited to, faulty or poor external electrical wiring, incorrect or faulty power supply, voltage fluctuations, over voltage transients or electromagnetic interference, inadequate or faulty water, gas or drainage services;
- Damage, problems or failure caused by fire, wind, lightning, flood, storm, vandalism, earthquake, war, civilian destruction, misuse, abuse, negligence, accident, pests, animals, pets, vermin, insects, spiders or entry of foreign objects or matter into the "Product" such as dirt, debris, soot or moisture.

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EXCLUSIONS CONTINUED

- Damage, problems or failure caused by weather including, but not limited to, hail, salt or other corrosive substances damage as a result of the normal effects of being exposed to the weather or as a result of atmospheric fallout; which has/have been installed in a portable or mobile building, structure or application including, but not limited to, a caravan or boat;
- Product(s) which has/have been reinstalled at a location other than the original installation site;
- Any consumable item supplied with the product;
- Installation components that may be attached to the product. These items remain solely the responsibility of the qualified installer;
- Installations where electrics/electronics may be subjected to moisture/chemicals;
- Any repair, which is needed as a result of an accident, misuse, abuse or negligence;
- Any damage caused by dirty air filters, air flow obstructions or foreign objects blocking vents and coils; Product(s) that is/are utilised in an environment (indoor & outdoor) outside its specified operating range; Fair wear and tear to the product.

LIMITATIONS

Product fitness for purpose and overall system design and application are not the responsibility of Esthetica Academy

- This warranty does not apply to any product the installation site of which is outside Australia and New Zealand.
- Except where inconsistent with the purchaser's statutory rights and the rights given by this warranty, all other warranties and all liability of Esthetica Academy for any direct, special, indirect or consequential loss or damage, any damage or expense for personal injury or any loss or destruction of property arising directly or indirectly from the use or inability to use the product or any of its parts, or the servicing of the product is expressly excluded.

TRAVEL, TRANSPORT AND ACCESS COSTS

The "Purchaser" must pay freight charges, in transit insurance expenses and/ or traveling costs for repairs/replacements that are required to be performed where applicable under the warranty periods stipulated;

- Where applicable, the purchaser is to pay all costs in respect of any surcharge applicable in respect of replacement parts outside business hours being weekdays 9:00am to 5:00pm, excluding public holidays.

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PURCHASER'S RESPONSIBILITIES

- Provide Proof of Purchase
- Operate and maintain the product in accordance with the operating instructions, including but not limited to
  - Ensuring that the units are adequately maintained
  - Regularly topping up with water where applicable and replacing this on a 4 weekly basis where instructed to do so by EA
  - Replacing consumables as and when required
  - Ensuring that the air vents are kept clean and clear of obstructions
  - Ensuring that units have unrestricted airflow and adequate clearances.

STATUTORY RIGHTS

Australian "Purchasers" have the benefit of statutory rights implied by the Competition and Consumer Act 2010 and similar consumer protection laws in each state and territory and nothing in these terms of warranty has the effect of excluding, restricting or modifying those rights.
Esthetica Academy goods come with guarantees that cannot be excluded under the Australian Consumer Law. Australian purchasers are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage where Esthetica Academy fails to perform in accordance with the warranty agreement. Any loss or damage incurred during expected down time specified within this warranty agreement will not be considered for compensation. You are entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure to comply with Esthetica Academy.
Factors such as but not limited to, change of mind, change in business structure, sale of business, inability to perform are not reasons for consideration of cancellation of the agreement under your statutory rights.

This document represents the only warranty given by Esthetica Academy and no other person or organisation is authorised by Esthetica Academy to offer any alternative.

I _____ have read this agreement and understand the content thereof.

_____ _____

SIGNED DATE

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FOR WARRANTY SERVICE OR INQUIRIES, PLEASE CONTACT:

WARRANTY OFFICER
0433 160 715
ACCOUNTS@ESTHETICAACADEMY.COM.AU

ESTHETICA ACADEMY
3/4 BRIDGE ROAD, KEYSBOROUGH, VICTORIA 3173

Please complete the following details in printed below. Send one copy to Esthetica Academy- alison@estheticaacademy.com.au and retain the customer copy in your training file with the original purchase docket.

ESTHETICA ACADEMY COPY

☐ I have read this entire agreement and understand the content thereof.

OWNERS NAME			
OWNERS SIGNATURE			
SALON NAME			
DEVICE			
ADDRESS			
SUBURB		**STATE**	**POSTAL CODE**
SIGNED	___/___/___	**TRAINER**	

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VISIT US

ESTHETICA

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ESTHETICA ACADEMY PTY. LTD.
FACTORY 3/4 BRIDGE ROAD
KEYSBOROUGH VIC 3173