



USA

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SALON INTRO KITS PRICE LIST  
effective October 2019

**LEYTON** *LH* **HOUSE**  
PROFESSIONAL





## OUR MESSAGE TO YOU

Leyton House Professional: the brand of couture colouring products and high-end hairdressing support lines. Global Cosmetics Group/Leyton House Professional is a global company with head offices in United Kingdom, USA, Europe, South Africa and Australia.

Our range of colours contain the unique formulation "Silk Renewal Complex," developed by our research and development laboratories in Italy. The formulation combines the best from nature and the latest technology, providing superior results that are gentle and healthy for the hair.

The key to our approach is embracing the needs and desires of the hairdresser and consumer. In an ever changing industry, our dedicated team of highly trained and professional educators worldwide ensure hairdressers are kept up to date with the latest technologies, techniques and trends by offering tailor-made training programs for every level of hairdressing.

No products are tested on animals  
Official members of the PETA organisation  
Beauty without bunnies





COLOUR KIT (126)

LEYTON *Ley* HOUSE  
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## COLOUR KIT (121)



116 x COUTURE SILK 100ml Colours  
5 x COUTURE SILK Illuminates  
6 x LEYTON HOUSE Developers

### BONUS STOCK

1 x Leyton House Deluxe Colour Chart  
1 x Leyton House Express Reference Guides (5)  
1 x Leyton House Technical Manual  
1 x Leyton House Digital Scales  
3 x Leyton House Capes  
3 x Leyton House Colouring Bowls  
3 x Leyton House Colouring Brushes

1 x Alpine Blonda 7 (750gm)  
1 x Alpine Blonda 9 (500gm)  
1 x Alpine Blonding Creme (300gm)  
1 x Alpine Developer 4.5% (500ml)  
1 x Alpine Developer 7.5% (500ml)

1 x Clay Shaper (50gm)  
1 x Flexible Pomade (50gm)  
1 x Illumin Oil (75ml)  
1 x Heat Protect (250ml)  
1 x Volume Spritz (250ml)  
1 Control Cream (150ml)  
1 x Powder Power (7.5gr)

### COLOUR CONTENTS

1 unit of Couture Silk Permanent Colour 100ml including Permanent Toners, Couture Silk Rouge & Illuminates (121)  
1 unit of LH Developers ~ 1.5% ~ 2% Colour Convert ~3% ~ 6% ~ 9% ~ 12% (6)  
excludes Couture Silk Demi Permanent colours.

**NORMAL SALON COST** \$1282.30  
**SPECIAL SALON COST** \$979.20  
**SAVING** \$303.10



COLOUR KIT (75)

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## COLOUR KIT (75)



- 60 x COUTURE SILK 100ml Colours
- 5 x COUTURE SILK Permanent Toners
- 5 x COUTURE SILK Rouge
- 5 x COUTURE SILK Illuminates
- 5 x LEYTON HOUSE Developers  
(1 x 1.5%, 1 x 3%, 1 x 6%, 1 x 9% & 1 x 12%)

### BONUS STOCK

- 1 x Leyton House Deluxe Colour Chart
- 1 x Leyton House Express Reference Guides (5)
- 1 x Leyton House Technical Manual
- 1 x Leyton House Digital Scales
- 2 x Leyton House Capes
- 2 x Leyton House Colouring Bowls
- 2 x Leyton House Colouring Brushes

1 x Alpine Blonda 9 (500gm)

- 1 x Couture Care Hydrolock Shampoo (250ml)
- 1 x Couture Care Hydrolock Conditioner (250ml)
- 1 x Couture Care All Purpose 6 in 1 Spray (250ml)

### COLOUR CONTENTS

#### Couture Silk Permanent Colour

5.0/5N ~ 6.0/6N ~ 7.0/7N ~ 8.0/8N ~ 9.0/9N ~ 10.0/10N ~ 66.0/66N ~ 77.0/77N ~ 88.0/88N ~ 99.0/99N ~ 5.01/5NA ~ 6.01/6NA  
 7.01/7NA ~ 8.01/8NA ~ 9.01/9NA ~ 5.021/5NVA ~ 6.021/6NVA ~ 7.021/7NVA ~ 8.021/8NVA ~ 9.021/9NVA ~ 4.036/4NGR  
 6.036/6NGR ~ 8.035/8NGM ~ 9.035/9NGM ~ 6.1/6A ~ 7.1/7A ~ 8.1/8A ~ 9.1/9A ~ 10.1/10A ~ 5.11/5AA ~ 7.11/7AA ~ 9.11/9AA  
 6.117/6AAGr ~ 9.117/9AAGr ~ 10.117/10AAGr ~ 7.2/7V ~ 8.2/8V ~ 9.2/9V ~ 10.2/10V ~ 10.21/10VA ~ 6.221/6VVA ~ 8.221/8VVA  
 8.3/8G ~ 9.3/9G ~ 10.3/10G ~ 7.32/7GV ~ 9.32/9GV ~ 9.35/9GM ~ 6.4/6C ~ 8.4/8C ~ 7.43/7CG ~ 8.43/8CG ~ 5.5/5M ~ 7.5/7M  
 8.52/8MV ~ 7.66/7RR ~ 12.0/12N ~ 12.0S Booster ~ 12.1/12A ~ 12.2/12V

Toners ~ .021 Champagne ~ .11 Frost ~ .22 Lilac ~ .052 Rose ~ .23 Suede

Couture Silk Rouge ~ .4 Copper ~ .526 Magenta ~ .6 Red ~ .62 Red Violet ~ .64 Red Copper

Couture Silk Illuminates ~ .1 Ash ~ .2 Pearl ~ .221 Extra Violet Purple ~ .3 Gold ~ .7 Matt Ash

1 unit per kit

<b>NORMAL SALON COST</b>	<b>\$814.00</b>
<b>SPECIAL SALON COST</b>	<b>\$616.50</b>
<b>SAVING</b>	<b>\$197.50</b>



## COLOUR KIT (45)

45 x COUTURE SILK PERMANENT 100ml Colours  
4 x LEYTON HOUSE Developers  
(1 x 3%, 1 x 6%, 1 x 9% & 1 x 12%)

### BONUS STOCK

1 x Leyton House Deluxe Colour Chart  
1 x Leyton House Express Reference Guides (5)  
1 x Leyton House Technical Manual  
1 x Leyton House Digital Scales  
2 x Leyton House Colouring Bowls  
2 x Leyton House Colouring Brushes

<b>NORMAL SALON COST</b>	\$457.45
<b>SPECIAL SALON COST</b>	\$380.50
<b>SAVING</b>	\$76.95

## COLOUR KIT (20)

20 x COUTURE SILK PERMANENT 100ml Colours  
4 x Leyton House Developers (1000ml)  
(1 x 3%, 1 x 6%, 1 x 9% & 1 x 12%)  
1 x Leyton House Deluxe Colour Chart

1 x Leyton House Express Reference Guides (5)  
1 x Leyton House Technical Manual  
1 x Leyton House Digital Scales

<b>NORMAL SALON COST</b>	\$256.95
<b>SPECIAL SALON COST</b>	\$227.95
<b>SAVING</b>	\$29.00

### COLOUR CONTENTS

Couture Silk Permanent Colour  
3.0/3N ~ 5.0/5N ~ 7.0/7N ~ 9.0/9N ~ 44.0/44N ~ 66.0/66N ~ 88.0/88N ~ 99.0/99N ~ 5.01/5NA ~ 7.01/7NA ~ 9.01/9NA  
5.021/5NVA ~ 6.021/6NVA ~ 7.021/7NVA ~ 8.021/8NVA ~ 9.021/9NVA ~ 4.036/4NGR ~ 6.036/6NGR ~ 8.035/8NGM  
9.035/9NGM ~ 6.1/6A ~ 8.1/8A ~ 10.1/10A ~ 5.11/5AA ~ 7.11/7AA ~ 9.11/9AA ~ 6.117/6AAGr ~ 10.117/10AAGr ~ 7.2/7V  
9.2/9V ~ 7.35/7GM ~ 9.35/9GM ~ 8.4/8C ~ 8.52/8MV ~ 6.66/7RR ~ 12.0/12N ~ 12.0S Booster ~ 12.1/12A ~ 12.11/12AA

Toners ~ .021 Champagne ~ .22 Lilac  
Couture Silk Rouge ~ .4 Copper ~ .6 Red  
Couture Silk Illuminates ~ .1 Ash ~ .2 Pearl

1 unit per kit

### COLOUR CONTENTS

Couture Silk Permanent Colour  
6.0/6N ~ 8.0/8N ~ 44.0/44N ~ 66.0/66N ~ 77.0/77N ~ 6.021/6NVA ~ 9.021/9NVA ~ 9.035/9NGM ~ 9.1/9A  
10.117/10AAGr ~ 8.2/8V ~ 10.2/10V ~ 7.35/7GM ~ 12.0S Booster ~ 12.11/12AA

Toners ~ .021 Champagne ~ .11 Frost ~ .22 Lilac  
Couture Silk Rouge ~ .4 Copper ~ .6 Red

1 unit per kit

COLOUR KIT (45)

COLOUR KIT (20)



DEMI COMBO COLOUR KIT (50)

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## DEMI COMBO COLOUR KIT (50)



50 x COUTURE SILK PERMANENT 100ml Colours  
4 x LEYTON HOUSE Developers  
(1 x 1.5%, 1 x 2.8%, 1 x 3% & 1 x 6%)

### BONUS STOCK

17 x Demi Permanent 100ml/80ml Colours (complete collection)  
1 x Leyton House Deluxe Colour Chart  
1 x Leyton House Demi Permanent Colour Chart  
1 x Leyton House Express Reference Guides (5)  
1 x Leyton House Technical Manual  
1 x 9% LH Developer (1000ml)  
1 x 12% LH Developer (1000ml)

### LIMITED BONUS STOCK

2 x NEW LH Colour Mixing Whisks  
10 x NEW LH Section Clips

### COLOUR CONTENTS

Couture Silk Permanent Colour

5.0/5N ~ 6.0/6N ~ 7.0/7N ~ 8.0/8N ~ 9.0/9N ~ 66.0/66N ~ 77.0/77N ~ 88.0/88N ~ 5.01/5NA ~ 6.01/6NA ~ 7.01/7NA ~ 9.01/9NA  
5.021/5NVA ~ 7.021/7NVA ~ 8.021/8NVA ~ 9.021/9NVA ~ 6.036/6NGR ~ 8.035/8NGM ~ 9.035/9NGM ~ 6.1/6A ~ 7.1/7A ~ 8.1/8A  
9.1/9A ~ 10.1/10A ~ 5.11/5AA ~ 7.11/7AA ~ 9.11/9AA ~ 6.117/6AAGr ~ 10.117/10AAGr ~ 7.2/7V ~ 8.2/8V ~ 9.2/9V ~ 10.2/10V  
10.21/10VA ~ 6.221/6VVA ~ 6.3/6G ~ 8.3/8G ~ 9.3/9G ~ 10.3/10G ~ 7.32/7GV ~ 9.32/9GV ~ 6.4/6C ~ 8.4/8C ~ 5.5/5M ~ 7.5/7M  
8.52/8MV ~ 7.66/7RR ~ 12.0/12N ~ 12.0S Booster ~ 12.1/12A

1 unit per kit

NORMAL SALON COST	\$648.35
SPECIAL SALON COST	\$419.00
SAVING	\$229.35



## STANDARD TERMS & CONDITIONS OF SALE

### 1. INTERPRETATION

1.1 In these Conditions the following words have the following meanings:-

"Seller" - Global Cosmetics Group Pty Ltd ABN: 98 147 201 036

"Buyer" - the person(s) or company whose order for the Products is accepted by the Seller;

"Delivery" - the place where delivery of the Products is to take place under condition 4;

"Products" - the Professional Range means all "Products" supplied by the Seller exclusively for use in hairdressing Salons or registered Freelance hairdressing professional and/or the Professional Retail Range means all "Products" supplied by the Seller for retail sale by Hairdressing Salons or registered Freelance hairdressing professional. A Hairdressing Salon is a registered business which is recognised by the Seller as a hairdressing salon and/or, a Freelance hairdressing professional is an individually registered professional hairdresser that is recognised by the Seller, a Hairdressing Wholesaler is a registered business which is recognised by the Seller as a hairdressing wholesaler. Buyer must not sell Professional Products or Professional Retail Products unless such Products will be used for the purpose intended by the Seller and as such the Buyer will ensure that any purchaser will agree to be bound by this restriction.

"Conditions" - the standard terms and conditions of sale set out in this document;

"Contract" - any contract (including these Terms & Conditions) between the Seller and the Buyer for the sale and purchase of the Products

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 2. FORMATION AND INCORPORATION

2.1 Subject to any variation under condition 2.4 the Contract will be on these terms and conditions set out below and overleaf to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order or similar document).

2.2 Each order for Products by the Buyer from the Seller shall be deemed to be an offer by the Buyer to purchase Products subject to these Conditions.

2.3 No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, specification or similar document will form part of this Contract simply as a result of such document being referred to in this Contract.

2.4 Any variation to these Conditions and any representations about Products shall have no effect unless expressly agreed in writing and signed by a Director of the Seller.

### 3. DESCRIPTION

3.1 The description of Products shall be as set out in the Seller's quotation or price list unless otherwise specified in writing.

3.2 The Seller may make any changes to the specification, design, materials or finishes of Products which are required to conform with any applicable safety or other statutory requirements.

3.3 All drawings, descriptive matter, specifications and advertising submitted with the Seller's quotation or issued by the Seller or the manufacturer of Products and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of Products described in them. They will not form part of this Contract.

### 4. DELIVERY

4.1 Delivery of Products shall be made ex the Seller's Works (Incoterms 2010 - Exworks) Hutchinson, Kansas USA.

4.2 If carriage is required to be arranged by the Seller:

4.2.1 Products shall be delivered by such means as the Seller thinks fit unless the Buyer has specified in its order the details of the contract with a carrier which it reasonably requires having regard to the nature of Products and the other circumstances of the case; and

4.2.2 The carrier shall be deemed to be the Buyer's agent except for the purposes of sections 44, 45 and 46 of the Sale of Products Act 1979.

4.3 If the Buyer fails to take delivery of any of Products when they are ready for delivery or to provide any instructions, documents, licenses or authorisations required to enable Products to be delivered on time (except because of the Seller's fault) the Seller may without prejudice to its other rights:-

4.3.1 store or arrange for the storage of Products until actual Delivery and charge the Buyer for all related costs and expenses (including storage and insurance); and/or

4.3.2 sell any of Products at the best price reasonably obtainable in the circumstances and charge the Buyer for any shortfall below the price under this Contract.

### 5. NON-DELIVERY

5.1 The Seller shall not be liable for shortages in delivery unless the Seller is advised in writing within 4 days of delivery of the Products. Any liability of the Seller for Products shall be limited to replacing Products within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Products.

### 6. CANCELLATION

If the Buyer cancels, extends or delays or purports to cancel, extend or delay the contract or part thereof, or fails to take delivery of any Products at the time agreed (if any) or if no time is agreed within a reasonable time, then the Buyer will be liable (without prejudice to any other rights of the Seller to claim damages) to indemnify and keep indemnified the Seller against any resulting loss, damage or expense incurred by the Seller in connection with the supply or non-supply of Products including the cost of any services, material, plant or tools used or intended to be used therefor and the cost of labour and other overheads including a percentage in respect of profit.

### 7. FORCE MAJEURE

7.1 The Seller shall not be liable to the Buyer in any manner or be deemed to be in breach of this Contract because of any delay in performing or any failure to perform any of the Seller's obligations under this Contract if the delay or failure was due to any cause beyond the Seller's reasonable control.

7.2 Without prejudice to the generality of condition 7.1 the following shall be included as causes beyond the Seller's reasonable control:-

7.2.1 governmental actions, war or threat of war, national emergency, riot, civil disturbance, sabotage or requisition;

7.2.2 Act of God, fire, explosion, flood, ice obstruction, epidemic or accident;

7.2.3 import or export regulations or embargoes;

7.2.4 labour disputes

### 8. RISK/TITLE

8.1 Risk of damage to or loss of Products shall pass to the Buyer at the time of Delivery or deemed delivery to the Buyer or its agent.

8.2 Title to Products shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of:-

8.2.1 the Products; and

8.3 Until title to Products has passed to the Buyer, the Buyer must:-

8.3.1 hold Products on a fiduciary basis as the Seller's bailee;

8.3.2 store Products separately from all other Products of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property;

8.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Products;

8.3.4 maintain Products in satisfactory condition insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller and shall whenever requested by the Seller produce a copy of the policy of insurance.

### 9. PRICE

9.1 The price for Products shall be the Seller's standard price list or as quoted at the time in writing for the Contract.

9.2 The price for Products is exclusive of any sales tax or any other applicable tax which the Buyer shall pay in addition when it is due to pay for the Products - unless stated otherwise in writing.

9.3 The price for Products is based on current costs including materials, equipment and wages. The Seller reserves the right to amend the contract price to take into account any variation of these costs to the Buyer.

### 10. PAYMENT

Unless otherwise agreed in writing:

10.1 Time for payment shall be of the essence and shall be made in US dollars (USD) or as agreed by the Seller.

10.2 The Seller may invoice the Buyer for Products at any time after Delivery or deemed Delivery.

10.3 Where payment has been agreed, payment shall be made as set out in writing by the Seller. The price will become payable before collection of the Products.

10.4 No payment shall be deemed to have been received until the Seller has received cleared funds.

10.5 All payments payable to the Seller under this Contract shall become due immediately upon termination of this Contract despite any other provision.

10.6 The Buyer shall make all payments due under this Contract without any deduction whether by way of set-off, counterclaim or otherwise unless the Buyer has a court order for such amount.

10.7 The Seller may appropriate any payment made by the Buyer to the Seller to such of Products as the Seller thinks fit despite any purported appropriation by the Buyer.

10.8 If the Buyer fails to make any payment under this Contract on the due date then (without prejudice to its other rights and remedies) the Seller may:

10.8.1 charge the Buyer interest (both before and after judgement) on the amount unpaid at the annual rate of 4% above the Bank of America's base rate from time to time accruing on a daily basis until payment is made in full; and

10.8.2 if payment is overdue for more than 5 days suspend further supply without liability to the Buyer, at the Buyer's cost.

### 11. LIMITATION OF LIABILITY

11.1 The following provisions set out the entire liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:-

11.1.1 any breach of these Conditions; and

11.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Products Act 1979) are excluded from the Contract.

11.3 Nothing in these Conditions excludes or limits the liability of the Seller for:

(i) death or personal injury caused by the Seller's negligence; or

(ii) fraudulent misrepresentation

11.3.1 the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to THE CONTRACT PRICE; and

11.3.2 the Seller shall not be liable to the Buyer by reason of any representation (other than made fraudulently) or any implied warranty, condition or other term or any duty at law or under the express terms of this Contract for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise) costs, expenses or other claims for consequential compensation whatsoever (whether caused by the negligence of the Seller, its employees, sub-contractors or agents) which arise out of or in connection with the Contract.

11.4 The Buyer shall indemnify the Seller against all liability, actions proceedings costs claims, damages or demands in any way connected with this Contract brought or threatened to be brought against the Seller by any third party except to the extent the Seller is liable to the Buyer in accordance with these Conditions.

- 11.3.1 the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to THE CONTRACT PRICE; and
- 11.3.2 the Seller shall not be liable to the Buyer by reason of any representation (other than made fraudulently) or any implied warranty, condition or other term or any duty at law or under the express terms of this Contract for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise) costs, expenses or other claims for consequential compensation whatsoever (whether caused by the negligence of the Seller, its employees, sub-contractors or agents) which arise out of or in connection with the Contract.
- 11.4 The Buyer shall indemnify the Seller against all liability, actions proceedings costs claims, damages or demands in any way connected with this Contract brought or threatened to be brought against the Seller by any third party except to the extent the Seller is liable to the Buyer in accordance with these Conditions.
12. EXPORT:  
Where Products are to be exported to the Buyer outside USA -
- 12.1. The Uniform Laws on International Sales Act 1967 shall not apply to the contract.
- 12.2 Payment will be in US dollars (USD) or as agreed with the Seller.
- 12.3 Products will be sold Ex-works, (Incoterms 2010) at the option of the Seller and the Seller will be under no obligation to give the buyer notice as specified in Section 32(3) of the Sale of Goods Act 1979.
- 12.4 The Buyer will procure in good time all import permits and approvals necessary and will promptly pay all customs and import duties which may become payable.
13. TERMINATION
- 13.1 The contract will terminate immediately upon the happening of any one or more of the following, namely, that the Buyer has had a bankruptcy order made against him or has made an arrangement or composition with his creditors or otherwise taken the benefit of any Act for the time being in force for the relief of insolvent debtors or (being a body corporate) has had convened a meeting of creditors (whether formal or informal) or has entered into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation or has a receiver manager administrator or administrative receiver appointed of its undertaking or any part thereof or a resolution has been passed or a petition presented to any Court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer or any proceedings have been commenced relating to the insolvency or possible insolvency of the Buyer.
- 13.2 The contract will terminate immediately upon service of written notice of termination by the Seller on the Buyer on the happening of any one or more of the following, namely, that the Buyer has suffered or allowed any execution whether legal or equitable to be levied on his/its property or obtained against him/it or has failed to observe or perform any of its obligations or duties under the contract or any other contract between the Seller and the Buyer or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or the Buyer has ceased to trade.
- 13.3 The termination of the contract howsoever arising will be without prejudice to the rights and duties of either party accrued prior to termination.
14. GENERAL
- 14.1 Each right or remedy of the Seller under this Contract is without prejudice to any other right or remedy of the Seller whether under this Contract or not.
- 14.2 Any provision of this Contract which is held by any competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of this Contract and the remainder of such provision shall not be affected.
- 14.3 Failure by the Seller to enforce or partially enforce any provision of this Contract will not be construed as a waiver of any of its rights under this Contract.
- 14.4 A waiver by the Seller of any breach of this Contract by the Buyer will not be construed as a waiver of any subsequent breach of the same or any other provision.
- 14.5 The Seller may assign, license or sub-contract all or any part of its rights or obligations under this Contract without the Buyer's consent.
- 14.6 This Contract is personal to the Buyer who may not assign, license or subcontract all or any of its rights or obligations under this Contract
15. LAW AND DISPUTE RESOLUTION
- 15.1 The formation, construction, performance, validity and all aspects of this Contract are governed by English law.
- 15.2 If at any time any question, dispute or difference whatsoever shall arise between the Seller and the Buyer, upon, in relation to or in connection with the Contract, either party may give to the other notice in writing of the existence of such question, dispute, or difference, and the same shall if desired by both parties be referred to the arbitration of a person to be mutually agreed upon or failing agreement within 14 days of the receipt of such notice of some person appointed by the President for the time being of the Confederation of British Industry. The arbitration proceedings will be concluded in accordance with the provisions of the Arbitration Act 1996 and will be held in England. The decision of the Arbitrator will be final and binding.
- 15.3 Notwithstanding the provisions of clause 15.2 above any party shall have the right to seek appropriate injunctive relief against any other party in an appropriate Court having jurisdiction in the country or state whose law governs this Agreement and provided such Court is satisfied that such proceedings have not been brought frivolously or vexatiously all aspects of the dispute the subject of the injunctive proceedings shall be dealt with by such Court and not by arbitration as provided for in sub-clause 15.2.
- 15.4 Notwithstanding any of the foregoing provisions if any party requires the matter to be referred to the courts the matter will proceed in the exclusive jurisdiction of the English courts.





Global Cosmetics Group Pty Ltd  
UNITED KINGDOM  
E: [sales@leytonhouseprofessional.com](mailto:sales@leytonhouseprofessional.com)

[www.leytonhouseprofessional.com](http://www.leytonhouseprofessional.com)

