

R.C. Treatt & Company Limited

ESSENTIAL OILS, NATURAL SPECIALITIES & AROMATIC CHEMICALS

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Conditions of Sale

1 Definitions

In these Conditions "the Seller" means R.C. Treatt & Company Limited, "the Buyer" means the person, firm or company purchasing the goods, "the Goods" means the goods or materials, which shall be the subject of the contract between the Seller and the Buyer, "Loss" means any loss, damage, liability, cost, charge or expense (including any costs of recovery) and "the Incoterms" means the latest revision available of the International Commercial Terms.

2 General

- 2.1 All quotations and tenders given by the Seller are indicative only and do not constitute an offer capable of acceptance so as to give rise to a binding contract. No order of the Buyer placed with the Seller in pursuance of a quotation or otherwise shall be binding on the Seller unless and until it is accepted by the Seller's Confirmation of Order.
- 2.2 All goods are sold or agreed to be sold by the Seller subject to these Conditions of Sale and the Incoterms stated by the Seller and no terms endorsed upon, delivered with or contained in the Buyer's purchase order or other document nor any other variation of these terms shall form part of a contract unless expressly agreed in writing by the Seller.
- 2.3 If the Buyer cancels an order which has been accepted by the Seller, the Buyer shall indemnify the Seller in full against all Loss incurred by the Seller as a result of the cancellation.

3 Price

- 3.1 The price for the Goods shall, unless otherwise agreed by the Seller in writing, be subject to final confirmation in the Seller's Confirmation of Order and the Seller will not be bound by any previous quotation or price charged. Where the price of the Goods confirmed in the Seller's Confirmation of Order is different to the price quoted or the price contained in the Buyer's order the Buyer shall be required to accept the price variation in writing.
- 3.2 If any delivery or supply of the Goods is delayed at the Buyer's request or as a result of the Buyer's default, the Seller may review the price of the Goods at the date of actual delivery or supply.
- 3.3 Unless otherwise stated by the Seller in writing, prices quoted by the Seller or included in a contract do not include value added tax or any other tax or duty or the cost of delivery or insurance all of which shall be paid by the Buyer at the time when payment of the price for the Goods is due.

4 Quantities

- 4.1 The weight of the Goods sold is the weight as ascertained at the Seller's factory which weight shall be accepted by both parties as correct.
- 4.2 The Seller may deliver against any order an excess or deficiency up to ten per cent of weight or volume ordered without any liability whatsoever to the Seller save the price shall be adjusted accordingly.

5 Delivery

- 5.1 Any date specified or agreed for the delivery or supply of the Goods is an estimate only and time shall not be of the essence although the Seller will endeavour to notify the Buyer if such dates will not be met. If no date is specified or agreed, the Seller shall deliver or supply the Goods within a reasonable time but shall not be liable for any Loss caused by any delay in delivery or supply.
- 5.2 The Seller shall be entitled to deliver or supply the Goods at one time or by instalments.
- 5.3 Delivery of the Goods shall take place once the Goods have been delivered or collected in accordance with the Incoterm stated by the Seller in the Confirmation of Order. In the event that an Incoterm is not stated delivery of the Goods shall take place:
- i) Where the Seller undertakes delivery of the Goods, when they are loaded off the Seller's vehicle, ship or other transport at the station, port or address specified by the Buyer. The Buyer must permit and accept delivery of the Goods during normal business hours and if the Buyer does not do so the Seller may leave the Goods at such premises or as near to them as may be practicable.
 - ii) Where the Buyer undertakes to collect the Goods, when they are loaded onto the Buyer's vehicle or other transport at the address of the Seller.
 - iii) Where the Goods are handed to a carrier for delivery to the Buyer, the carrier will be the Buyer's agent and delivery of the Goods will occur on receipt by the carrier.

5.4 If the Buyer:

- i) Fails to accept delivery of the Goods when delivered or supplied; or
- ii) having agreed to collect the Goods fails to do so when asked,

the Seller shall be entitled to treat the contract for the Goods as repudiated in which case:

- i) the Buyer shall indemnify the Seller in respect of all resulting Losses suffered or incurred by the Seller; and
- ii) the Seller may (but shall not be obliged to) store all or any of the Goods at the risk and expense of the Buyer.

6 Payment

6.1 Unless otherwise stated or agreed, payment for each delivery shall be made in accordance with the terms stipulated on the Seller's invoice or in the event that terms are not stipulated not later than the fifteenth day of the month following the month of the invoice, and shall be made in the currency stated. If any amount is not paid by the Buyer when due, the Buyer shall pay interest on the unpaid amount at 2% per month (or part of a month) calculated on a daily basis from the date on which the payment is due until payment is received. The Seller further reserves its rights under the Late Payment of Commercial Debts (Interest) Act 1998, as amended.

6.2 Time for payment is of the essence. A failure by the Buyer to make payment when due of any amount owing to the Seller under a Contract will entitle the Seller:

- i) to treat the contract as repudiated;
- ii) to suspend all deliveries to the Buyer pending payment in full of all sums outstanding under the contract including any amounts not then due;
- iii) to re-sell any of the Goods in its possession; and
- iv) to be indemnified by the Buyer for any resulting Loss.

6.3 All amounts owing from the Buyer to the Seller shall be paid without any deduction or deferment on account of any dispute, cross claim or lien and without exercising any rights of set-off. No breach by the Seller of any other contract with the Buyer will affect this contract.

7 Ownership

7.1 Risk in the Goods shall pass to the Buyer in accordance with the Incoterm stated by the Seller in the Confirmation of Order. In the event that an Incoterm is not stated risk shall pass to the Buyer at the point of delivery as defined in 5.3 i), ii) and iii) above.

7.2 Title to the Goods will not pass to the Buyer until the Buyer has paid all moneys owed to The Seller (whether or not then due and whether or not owing in respect of the Goods supplied). Until title passes the Buyer shall hold the Goods as bailee for the Seller.

7.3 The Buyer may sell any Goods it holds as bailee for the Seller in the ordinary course of business but only on the terms that it will itself retain title until the Buyer has received payment for the Goods. The Buyer shall hold the title retained by it and the proceeds of sale of the Goods on trust for the Seller.

7.4 So long as title to the Goods remains with the Seller, the Buyer shall without charge keep the Goods separate from all other goods in a way which will enable them to be readily identified as belonging to the Seller. If a contract for the Goods is terminated or repudiated or if circumstances exist entitling the Seller to treat any contract for the Goods as repudiated, the Seller or its representatives may enter the Buyer's premises and repossess them. The Buyer shall not destroy, deface or obscure any identifying mark or packaging on the Goods to which the Seller retains title without the express written permission of the Seller.

8 Quality

8.1 The Seller agrees that the Goods (including any replacement thereof) shall comply with the Seller's specification unless otherwise agreed in writing.

8.2 The Seller does not warrant the fitness of the Goods for any particular purpose, even though that purpose is made known to the Seller, and no such warranty is to be implied from the name of the description under which the Goods are sold, nor from any advice or recommendation given by the Seller, its servants and agents.

8.3 All Goods shall be examined by the Buyer on delivery. If the Goods do not comply with paragraph 8.1 and

- i) the Buyer gives written notice to the Seller with full details of the non-compliance within twenty-one days after the delivery of the Goods;
- ii) unless otherwise requested by the Seller, the Buyer returns them to the Seller at the Buyer's expense (except that the Seller will reimburse any reasonable expense if, on examination, the Goods are found not to comply with paragraph 8.1);
- iii) following sampling and analysis it is determined that the Buyer has not altered, interfered with or damaged the Goods or used them in any way not permitted by these terms or in an inappropriate manner or allowed anyone else to do so; and
- iv) the Buyer has followed any delivery, storage, use or maintenance instructions of the Seller or of any manufacturer of the Goods,

then the Seller will, at its option, either remedy or replace the relevant Goods or refund the price paid for them. Any Goods which are returned to the Seller remain at the risk of the Buyer until the Seller has agreed that they are defective.

- 8.3 The Seller shall not be liable for any variation to the Goods caused by adverse weather conditions during transit.
- 8.4 The Seller provides no warranty that the Goods will comply with any laws, rules or regulations unless expressly agreed by the Seller in writing.

9 Limitation of liability

- 9.1 Paragraph 8 sets out the full extent of the Seller's obligations and liability (and that of its employees, agents and sub-contractors) to the Buyer under or in connection with any contract.
- 9.2 The Seller's liability under or in connection with any contract (whether in contract or tort) for loss or damage suffered by the Buyer or by any third party shall (except where the liability results from personal injury or death or to the extent that the Seller is entitled to be indemnified by any other person whether by way of insurance or otherwise) be limited to 100% of the consideration payable by the Buyer under that contract.
- 9.3 All warranties and other terms implied by statute or law (except for the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 as amended) are excluded from any contract and no contract shall constitute a sale by description or sample.

10 Force Majeure

- 10.1 In the event that the Seller is prevented from carrying out its obligations under a contract as a result of any cause beyond its control including but not limited to Acts of God, War, Strikes, Lock-outs, Flood and Failure of third parties to deliver the Goods, the Seller shall be relieved of its obligations and liabilities under such contract for as long as such fulfilment is prevented.

11 Termination

The Seller shall be entitled to treat a contract as repudiated and (without prejudice to any of its other rights) to recover from the Buyer all resulting Losses and to repossess the Goods if the Buyer is in material breach of the contract or enters into insolvency, bankruptcy, administration, any arrangement with its creditors or any other arrangement or situation which has a like effect or the occurrence of any event analogous to this in any jurisdiction in which the Buyer is incorporated or resident or in which it carries on business or has assets.

12 Miscellaneous

- 12.1 All contracts shall be governed by the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales. The Buyer irrevocably submits to that jurisdiction and waives any objection to it, on the ground of inconvenient forum or otherwise.
- 12.2 The Buyer assumes responsibility for the Goods being suitable for the Buyer's purposes and acknowledges that it is not relying on any skill or judgment of the Seller in that respect.
- 12.3 No delay, neglect or forbearance on the part of the Seller in enforcing any term or condition of any contract shall constitute a waiver of or otherwise affect any right of the Seller under the contract.
- 12.4 The Seller reserves the right to defer the date of delivery or supply of the Goods or to cancel any contract or reduce the volume of the Goods if it is prevented from or delayed in the carrying out of its business by circumstances beyond its reasonable control but if any such delay continues for more than ninety days, the Buyer shall be entitled to terminate the contract (to the extent that it then remains to be performed) by notice in writing to the Seller and in that event neither party shall have any further liability under the contract except in respect of any rights accrued before such termination.
- 12.5 The Buyer shall not be entitled to assign any of its rights under any contract. The Seller shall be entitled to sub-contract any of its obligations and to assign any of its rights under any contract but shall remain liable for its performance.