

R.C. Treatt & Company Limited

ESSENTIAL OILS, NATURAL SPECIALTIES & AROMATIC CHEMICALS

Northern Way, Bury St. Edmunds, Suffolk, England IP32 6NL Tel: (44) 1284 702500 Fax: (44) 1284 700527
Email: Enquiries@RCTreatt.com

Conditions of Purchase

1 Definitions

In these Conditions "the Buyer" means R.C. Treatt & Company Limited, "the Seller" means the person, firm or company who accepts the Buyers order, "the Goods" means the goods or materials including their packaging, which shall be the subject of the contract between the Buyer and the Seller and "the Incoterms" means the latest revision available of the International Commercial Terms.

2 General

- 2.1 Each order of the Buyer placed with the Seller in pursuance of a quotation or otherwise shall constitute an offer by the Buyer to purchase Goods subject to these conditions and shall be deemed to be accepted by the Seller either expressly by giving notice of acceptance or implied by fulfilling the order, in whole or in part.
- 2.2 All Goods are purchased or agreed to be purchased by the Buyer subject to these Conditions of Purchase and any Incoterms stated in the Buyer's order. These Conditions apply in preference to and supersede any terms and conditions referred to, offered or relied upon by the Seller whether in negotiation or at any stage in the dealings between the Buyer and Seller and no terms endorsed upon, delivered with or contained in the Seller's confirmation of order or other document nor any other variation of these terms shall form part of a contract unless expressly agreed in writing by the Buyer.
- 2.3 The Buyer shall be entitled to cancel any order which has not been unconditionally accepted by the Seller within 14 days of the order.

3 Price

- 3.1 The price for the Goods shall be that stated in the order and unless otherwise stated or agreed in writing shall be inclusive of all charges, including but not limited to packing, shipping, loading, carriage, insurance and delivery of the Goods to the delivery address and any duties, levies or taxes other than value added tax.
- 3.2 No variation in the price nor additional charges can be made on any grounds whatsoever by the Seller without the prior written consent of the Buyer.

4 Delivery

- 4.1 The Goods shall be delivered on the date or within the period specified in the order, or if no such period is specified within 28 days of the order.
- 4.2 The Goods shall be delivered or collected in accordance with the Incoterm or the delivery instructions stated by the Buyer in the order.
- 4.3 The Seller shall ensure that each delivery is accompanied by a delivery note which is prominently displayed and which shows, inter alia, the order number, date of order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 4.4 Time for delivery shall be of the essence of the contract.
- 4.5 The Buyer shall not be deemed to have accepted the Goods until the Buyer has had twenty one days to inspect them following delivery or, if later, within a reasonable time after the latent defect in the Goods has become apparent.
- 4.6 Unless the Buyer agrees otherwise in writing, containers and packing must be supplied free but will be returned, if required, at the Seller's risk and expense.
- 4.7 Where more than one item of Goods is involved in the order and the Buyer agrees to accept delivery by instalments, the contract shall be construed as a separate contract in respect of each instalment. Nevertheless failure to deliver any instalment shall entitle the Buyer at its option to treat the contract as repudiated.
- 4.8 If the Goods are delivered to the Buyer in excess of the quantities ordered the Buyer shall not be bound to pay for the excess and any excess will be and will remain at the Seller's risk and will be returnable at the Seller's expense.
- 4.9 The Goods shall be properly packed, clearly labelled, safety instructions and warning notices clearly displayed and adequately protected against damage and deterioration in transit.
- 4.10 The Seller will repair or replace Goods damaged or lost in transit or during off-loading or stacking by the Seller free of charge provided the Buyer gives written notice to the Seller of the damage or loss within a reasonable time after receipt of a despatch note.

5 Payment

- 5.1 The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods, save where the Buyer requests the invoice prior to delivery to facilitate customs clearance, and each invoice shall quote the number of the Order. The Seller shall render a separate invoice in respect of each consignment delivered under the Order.
- 5.2 Unless otherwise stated in the Order the Buyer shall pay the price of the Goods within 30 days after receipt of the goods or the last day of the month following the month of receipt by the Buyer of a proper invoice whichever is the later.
- 5.3 Without prejudice to any other right or remedy, the Buyer reserves the right to set off any amount owing at any time from the Seller or associated company of the Seller to the Buyer against any sums payable by the Buyer to the Seller or associated company of the Seller under the contract where associated company has the same meaning as ascribed to it by section 416 Income and Corporation Taxes Act 1988.

6 Ownership

- 6.1 Risk in the Goods shall pass to the Buyer in accordance with the Incoterm stated by the Buyer in the order. In the event that an Incoterm is not stated risk shall pass to the Buyer at the point of delivery in accordance with the delivery instructions stated by the Buyer in the order.
- 6.2 Title to the Goods shall pass to the Buyer upon delivery.

7 Specification

- 7.1 The quantity, quality and description of the Goods shall, subject as provided in these Conditions, be as specified in the order and/or in any applicable specification supplied or advised by the Buyer to the Seller.
- 7.2 The Seller shall comply with all applicable standards, regulations and/or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods.
- 7.3 The Seller shall ensure that wooden pallets used in the packaging and delivery of the Goods are CP9 pallets or pallets that otherwise conform to ISPM15 and are not treated with Methyl Bromide.
- 7.4 If on inspection or testing of the Goods following delivery the Buyer is not satisfied that the Goods will comply in all respects with the contract and the Buyer so informs the Seller within 30 days of delivery the Buyer may return any rejected Goods at the Seller's risk and expense. The right to reject shall extend to the whole or any part of a consignment. Rejected Goods shall not be replaced unless the Buyer so requires in writing.
- 7.5 The Seller shall be responsible for repayment to the Buyer of all costs losses damages and expenses whatsoever incurred by the Buyer due to rejection of the Goods and/or any additional expenditure reasonably incurred by the Buyer in obtaining other goods to replace the rejected Goods.
- 7.6 The Seller acknowledges that precise conformity of the Goods with the contract is of the essence of the contract and the Buyer shall be entitled to reject the Goods if they are not in conformance with the contract, however slight the breach may be.
- 7.7 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier and properly packed and stored so as to reach their destination in an undamaged condition in the ordinary course.
- 7.8 The Buyer may at any time make changes in writing relating to the contract including changes in the specification, method of shipment, quantities, packing or time or place of delivery. If such changes result in an increasing cost of, or time required for, the performance of the contract an equitable adjustment shall be made to the price, delivery schedule or both. Any claim or adjustment by the Seller must be approved by the Buyer in writing before the Seller proceeds with such changes.
- 7.9 The Goods shall be fit and sufficient for the purpose for which such Goods are ordinarily used and for any particular purpose made known to the Seller by the Buyer and the Buyer relies on the skill and judgement of the Seller in the supply of the Goods and the execution of the order.

8 Warranties and Indemnities

- 8.1 The Seller warrants to the Buyer that the Goods and the packaging in which they are supplied:
 - i) will be of satisfactory quality and fit for any purpose held out by the Seller or made known to the Seller in writing at the time the order is placed;
 - ii) will be free from defects;
 - iii) will correspond with any specification provided by the Buyer; and
 - iv) will comply with all statutory requirements and regulations relating to the Goods and packaging and their sale and supply.
- 8.2 The Seller shall indemnify and keep indemnified the Buyer in full from and against all direct, indirect or consequential liability, loss, damages, injury, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:
 - i) breach of any warranty given by the Seller in relation to the Goods and packaging;

- ii) any claim made against the Buyer in respect of any liability, loss, damage, cost or expense sustained by the Buyer's employees or agents by any customer or third party to the extent that such liability, loss, damage, cost or expense was caused by, relates to or arises from the Goods; or
- iii) any act or omission of the Seller or its employees, agents or sub-contractors in supplying and delivering the Goods in accordance with the contract;
- iv) any misleading or inaccurate information or data supplied at any time by the Seller its servants or agents;
- v) any injury (whether fatal or otherwise) to any person which may result directly or indirectly from any defect in the Goods or the negligent or wrongful act or omission of the Seller.

8.3 The Seller warrants to the Buyer that it will maintain adequate product liability insurance at all times.

9 Force Majeure

The Buyer reserves the right to defer the date of delivery or payment or to cancel the contract or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business through any circumstances beyond its reasonable control including but not limited to Acts of God, War, Strikes, Lock-outs and Flood.

10 Termination

10.1 The Buyer shall be entitled to cancel any order in whole or in part by giving notice to the Seller at any time prior to delivery of the Goods in which event the Buyer's sole liability shall be to pay to the Seller fair and reasonable compensation for work-in-progress at the time of cancellation but such compensation shall not include loss of anticipated profits or any consequential loss.

10.2 The Buyer shall have the right at any time by giving notice in writing to the Seller to terminate the contract forthwith if:

- i) the Seller commits a breach of any of the terms and conditions of the contract;
- ii) any distress, execution or other legal process is levied upon any of the assets of the Seller;
- iii) the Seller enters into any arrangement or composition with its creditors, commits any act of bankruptcy or (being a corporation) if an order is made or an effective resolution is passed for its winding up (except for the purpose of amalgamation or reconstruction), or if a petition is presented to court, or if a receiver and manager, receiver, administrative receiver or administrator is appointed in respect of the whole, or any part of, the Seller's undertaking or assets;
- iv) the Seller ceases or threatens to cease to carry on its business;
- v) the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller;
- vi) there is any breach of these Conditions by the Seller.

10.3 The termination of the contract, however arising, will be without prejudice to the rights and duties of either party accrued prior to termination. The Conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

11 Miscellaneous

11.1 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 Seller irrevocably submits to that jurisdiction and waives any objection to it, on the ground of inconvenient forum or otherwise.

11.2 The Seller shall not be entitled to assign any of its rights under any contract. The Buyer 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.