

**A & E CONNOCK (PERFUMERY & COSMETICS) LTD
STANDARD TERMS AND CONDITIONS OF SALE**

A. DEFINITIONS

"Seller" means A & E Connock (Perfumery & Cosmetics) Limited (a company registered in England and Wales number 1217210) whose registered office is at 146 New London Road Chelmsford Essex CM2 0AW.

"Purchaser" means any purchaser of Goods from the Seller.

"Goods" means any article or thing described in the Purchaser's order which the Seller has agreed to sell to the Purchaser.

B. TERMS AND CONDITIONS

No Goods shall be supplied by the Seller except in accordance with these terms and conditions. In the case of any conflict between these terms and conditions and those of the Purchaser these terms and conditions shall prevail.

CONDITIONS OF SALE

- (1) No variation to these conditions shall be binding unless agreed in writing between the authorized representative of the Purchaser and the Seller.
- (2) The Seller's employees or agents are not authorized to make any representations concerning the goods and no such representation shall be binding upon the Seller unless confirmed by the Seller in writing, subject always to the provisions of clause (3) below. In entering into the contract the Purchaser acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.
- (3) Nothing in any literature distributed by the Seller shall take effect as a representation or a recommendation as to use. The Purchaser must make his own assessment of the suitability for use of all products. All statements in relation to use are suggestions only and the Purchaser acts upon them entirely at his own risk. The Seller's products are only intended for topical cosmetic use. They are not suitable for any other kind of use. In particular they are not suitable for consumption. The Seller gives no warranty or representation that its products do not infringe the intellectual property rights of any third party.
- (4) No order submitted by the Purchaser shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller.
- (5) The Purchaser shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Purchaser and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the contract in accordance with its terms.
- (6) The quantity, quality and description of and any specification for the goods shall be those set out in the Seller's order acknowledgement.
- (7) The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirement or (where the Goods are to be supplied to the Seller's specification) which do not materially affect the quality of performance.
- (8) No order which has been accepted by the Seller may be cancelled by the Purchaser except with the agreement in writing of the Seller and on terms that the Purchaser shall indemnify the Seller in full against all loss (including loss of profits), costs (including the costs of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.
- (9) The Seller reserves the right by giving notice to the Purchaser at any time before delivery to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller such as (without limitation) any foreign exchange fluctuation, currency regulation, alteration of duty, significant increase in the cost of raw materials, labour, materials or other cost of any factor, any change in delivery dates, quantities or specifications for the Goods which is requested by the Purchaser or any delay caused by any instruction of the Purchaser or failure of the Purchaser to give the Seller adequate information or instruction.
- (10) The price is exclusive of any applicable Value Added Tax which the Purchaser shall be additionally liable to pay to the Seller.
- (11) Subject to any special terms agreed in writing between the Purchaser and the Seller, the Seller shall be entitled to invoice the Purchaser for the price of the goods on or at any time after delivery of the Goods unless the Goods are to be collected by the Purchaser or the Purchaser wrongfully fails to take delivery of the Goods in which event the Seller shall be entitled to invoice the Purchaser for the price at any time after the Seller has notified the Purchaser that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.
- (12) The Purchaser shall pay the price of the Goods without deduction, set-off or counterclaim within the terms of the Seller's invoice notwithstanding that delivery may not have taken place and the property and the Goods have not passed to the Purchaser. The time of payment of the price shall be of the essence of the contract. Receipts for payment will be issued only upon request.
- (13) If the Purchaser fails to make payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:-
 - a) Cancel the contract or suspend any further deliveries to the Purchaser;
 - b) Appropriate any payment made by the Purchaser to such of the Goods (or the Goods supplied under any other contract between the Purchaser and the Seller) as the Seller may think fit (notwithstanding any proportionate appropriation by the Purchaser); and
 - c) Charge the Purchaser interest both before and after any judgement on the amount remaining unpaid at the rate of 5 percent per annum above National Westminster Bank Plc's base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- (14) Delivery of the Goods shall be made by the Seller delivering the goods to the place specified in the order acknowledgement which may be the Seller's place of business for collection by the Purchaser.
- (15) Any delays quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delays in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date on giving reasonable notice to the Purchaser.
- (16) Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these conditions or any claim by the Purchaser in respect of any one or more instalments shall not entitle the Purchaser to treat the contract as a whole as repudiated.
- (17) If the Seller fails to deliver the Goods for any reason other than those caused beyond the Seller's reasonable control or the Purchaser's fault and the Seller is accordingly liable to the Purchaser, the Seller's liability shall be limited to the excess (if any) of the cost to the Purchaser (in the cheapest available market) of similar Goods to replace those not delivered over the price of the Goods.
- (18) If the Purchaser fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Purchaser's reasonable control or by reason of the Seller's fault) then without prejudice to any other right or remedy available to the Seller the Seller may
 - (a) Store the Goods until actual delivery and charge the Purchaser for the reasonable cost (including insurance) of storage; and
 - (b) Sell the Goods at the best price readily obtainable
- (19) Risk of damage to or loss of the Goods shall pass to the Purchaser at the time of delivery or, if the Purchaser wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- (20) Notwithstanding delivery of and passing of the risk of the Goods, or any other provision of the contract, title in the Goods shall not pass to the Purchaser until the Seller has received in cash, or cleared funds, payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Purchaser for which payment is then due.
- (21) Until such time as the property in the goods passes to the Purchaser, the Purchaser shall hold the Goods as the Seller's fiduciary agent and bailee and shall keep the Goods separate from those of the Purchaser and third parties and properly stored protected and insured and identified as the

- Seller's property. Until that time the Purchaser shall be entitled to re-sell or use the goods in the ordinary course of its business but shall account to the Seller for the proceeds of sale or otherwise of the Goods whether tangible or intangible, including insurance proceeds and to keep all such proceeds separate from any monies or property of the Purchaser or third parties and, in the case of tangible proceeds, properly stored protected and insured.
- (22) Until such time as the property in the Goods passes to the Purchaser (and provided the Goods are still in existence and have not been re-sold) the Seller shall be entitled at any time to require the Purchaser to deliver up the Goods to the Seller and if the Purchaser fails to do so forthwith to enter upon any premises of the Purchaser or any third party where the Goods are stored and re-possess the Goods.
 - (23) The Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Seller does so all monies owing by the Purchaser to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
 - (24) Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification (subject to reasonable variances) at the time of delivery and will be free from defects.
 - (25) The above warranty is given by the Seller subject to the condition that the Seller shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the Goods have not been paid for by the due date for payment.
 - (26) Subject as expressly provided in these conditions and except where the Goods are sold to a person dealing as a consumer within the meaning of the Unfair Contract Term Act 1977 all warranties conditions and other terms implied by statute (including but not limited to the Sale of Goods Act 1979) or common law are excluded to the fullest extent permitted by law.
 - (27) Where the Goods are sold under a consumer transaction (as defined by the Consumer Transaction (Restriction of Statements) Order 1976) the statutory rights of the Purchaser are not affected by these conditions.
 - (28) Except in respect of death or personal injury caused by the Seller's negligence the Seller shall not be liable to the Purchaser by reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the contract for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever and (where caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Purchaser except as expressly provided in these conditions.
 - (29) The Seller shall not be liable to the Purchaser or be deemed to be in breach of the contract by reason of any delay in performing or any failure to perform any of the Seller's obligations in relation to the Goods if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Seller's reasonable control:
 - (a) Act of God, explosion, flood, tempest, fire or accident
 - (b) War or threat of war, sabotage, insurrection, civil disturbance or requisition
 - (c) Acts, restrictions, regulations, bye-laws, prohibitions or any measure of any kind on the part of any governmental, parliamentary or local authority
 - (d) Import or export regulations or embargoes
 - (e) Strikes, lock-outs or other industrial actions or trade disputes whether involving employees of the Seller or any third party
 - (f) Difficulties in obtaining raw materials, labour or fuel
 - (g) Power failure or breakdown in machinery.
 - (30) This clause applies if-
 - (a) The Purchaser makes any voluntary arrangement with its creditors or becomes subject to any administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation, (otherwise than for the purpose of amalgamation or reconstitutions) or
 - (b) An encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Purchaser, or
 - (c) The Purchaser ceases or threatens to cease to carry on business, or
 - (d) The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Purchaser and notifies the Purchaser accordingly.
- If this clause applies then, without prejudice to any right or remedy available to the Seller, the Seller shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Purchaser and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement to the contrary.
- (31) Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
 - (32) No waiver by the Seller or any breach of the contract by the Purchaser shall be considered as a waiver of any subsequent breach of the same or any other provision.
 - (33) If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.
 - (34) Any claim by the Purchaser which is based on any defect in the quality or condition of the Goods or their failure to correspond with the specification shall (whether or not delivery is refused by the Purchaser) be notified to the Seller within fourteen days from the date of delivery or (where the defect or the failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused and the Purchaser does not notify the Seller accordingly the Purchaser shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure and the Purchaser shall be bound to pay the price as if the goods had been delivered in accordance with the contract.
 - (35) Goods represented by the Purchaser to be defective shall not form the subject of any claim for work done by the Purchaser or for any loss damage or expense whatsoever arising directly or indirectly from such defects but such Goods if returned to the Seller and accepted by it as defective will at the request of the Purchaser and if practicable be replaced as originally ordered. Defects in quality or dimension in any delivery shall not be a ground for cancellation of the remainder of the order or contract.
 - (36) Where any valid claim in respect of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specifications is notified to the Seller in accordance with these conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Purchaser the price of the Goods (or a proportion of the price) but the Seller shall have no further liability to the Purchaser.
 - (37) The Purchaser shall indemnify the Seller against all damages, penalties, costs and expenses to which the Seller may become liable as a result of work done by the Seller or by its suppliers in accordance with the Purchaser's specification which involves the infringement of any letters patent or registered design. Cartons, cases and crates must be returned to the Seller carriage paid or otherwise paid for by the Purchaser.
 - (38) This contract shall be construed according to English Law and any dispute arising under or in connection with these conditions or the sale of the Goods shall be settled by arbitration in London under the Arbitration Act 1996 (or any statutory modification thereof) before two Arbitrators, one to be appointed by each party, with power to the arbitrators to appoint an umpire if necessary. If one of the parties does not appoint its arbitrator within seven days of being required to do so by the other party the arbitrator appointed by the other party shall be deemed to be the sole arbitrator. The award of such arbitrator(s) shall be final and binding on the parties.