

CONDITIONS OF PURCHASE

All goods and services are purchased, subject to the following conditions, which shall prevail over any and all other terms or conditions, unless specifically agreed in writing by both parties, and any conditions or stipulations to the contrary are hereby excluded.

1 Definitions

- a In the context of these conditions
"Buyer" shall mean Swallowfield Plc (company number 01975376) of Swallowfield House, Station Road, Wellington, Somerset, TA21 8NL.
- b "The Contract" shall mean the contract between the Buyer and the Seller consisting of the Purchase Order, these Terms and Conditions of Purchase and any other documents specified in the Purchase Order. Should there be any inconsistency between the documents comprising the Contract they shall have precedence in the order listed above. A document or condition not specified in the Purchase Order shall not be part of the Contract unless otherwise agreed by the Buyer in writing.
- c "Goods" means the articles or things (or any of them) specified in the Purchase Order.
- d "Purchase Order" shall mean each of the Buyer's purchase orders.
- e "Seller" shall mean the persons, firm or company to whom the Buyer issues the Purchase Order.
- f "Services" means the services (or any of them) specified in the Purchase Order.

2 Time of performance is the essence of the Contract.

3 Acceptance

- a The Purchase Order constitutes an offer on the part of the Buyer which must be accepted in writing by the Seller or by the actual execution of the Purchase Order. Acceptance of the Purchase Order will be deemed to bind the Sellers to these conditions and no Goods or Services shall be supplied or performed by the Seller, their employees, agents or representatives except in accordance therewith. The Buyer accepts no responsibility for Goods or Services unless authorised by the Buyer's official Purchase Order. Invoices will only be accepted if the Buyer's official Purchase Order number is quoted thereon.
- b It is essential for security purposes that the address label of postal/small packages clearly shows the Seller's name and the Buyer's Purchase Order number.

4 Quality and Defects

- a All Goods and Services supplied or carried out shall be of the very best quality and subject to the Buyer's approval and must meet the governing specifications as to quantity, quality standards and description and will conform to all relevant statutes, statutory rule or order or regulations in force from time to time.
- b The Buyer reserves the right to reject any Goods or Services which do not conform with the specification set out in the Purchase Order, are faulty or do not conform to the quality standards or description. The Seller must remove all such rejected goods at the Buyer's request and at Seller's cost. If so requested, the Seller shall replace the rejected Goods with Goods which are in accordance with those in the Contract at no further expense to the Buyer.
- c The Seller shall promptly communicate to the Buyer all available information regarding any potential hazard known or believed to exist in the transport, handling or use of the Goods.
- d Chemical vessels and containers shall be clearly marked with product name, Seller's name, quantity, any mandatory hazard labels, date of manufacture, specific storage instructions (if required) and manufacturing batch number. The vessels and containers must be intact and undamaged.

5 Indemnity

The Seller will indemnify the Buyer against the following:

- a Loss or damage or injury whatsoever and whensoever arising caused to any person or any property and against all actions, suits, claims, demands, or costs arising in connection with the supply of Goods or Services due to defective workmanship or unsound quality of the Goods or Services supplied (including without limitation any claim or settlement arising under the Consumer Protection Act 1987) or the negligence of the Seller, its sub-sellers or servants whilst they are engaged in any activities for any purpose connected with the Purchase Order.
- b Consequential loss or damages sustained by the Buyer or for which the Buyer may be liable as a result of the failure of the Seller to perform the Services or supply the Goods in accordance with the terms of the Purchase Order.
- c The Seller shall not be liable to the Buyer for any damage or injury to the extent it is caused by or arises out of the omissions or acts of the Buyer or any third party.

6 Delivery

- a The date of delivery of the Goods shall be that specified in the Purchase Order. The Buyer will not bear the cost of unloading materials at the point of delivery. In the case of materials being forwarded to a point of delivery or having to be transhipped, unloaded or otherwise handled by the Buyer's employees or agents the cost of unloading, transhipping or handling will be charged to the Seller.
- b All Goods must be consigned to the consignee's name and address shown on the Purchase Order. The Buyer will only accept delivery of Goods which are delivered to a pre-booked date and time. Booking times are listed in the Buyer's supplier handbook.
- c All deliveries must be fully returnable and accompanied by a delivery note. The delivery note shall specify Seller's name and address, method of transport and name of haulier. Buyer's Purchase Order Number and Item Code Number (where relevant), quantity of each item supplied and full description of each item supplied, must be clearly shown on all invoices and delivery notes. Packaging documentation, and all outer boxes, must clearly identify The Buyers Item Code Number. The Buyer reserves the right to refuse acceptance of deliveries where Item Code Numbers are not clearly identified on outer packaging. However, the Buyer reserves the right to label outer boxes and pass on any reasonable handling charges to the Seller if the Seller is unable promptly to rectify any incorrect labelling.
- d Chemical vessels and containers shall be clearly marked with tare, gross and net weights.
- e The Buyer reserves the right to refuse quantities ordered outside of the Purchase Order tolerances. These tolerances are -0% to +3% in respect of raw material and components as set out in the Buyers supplier handbook unless otherwise stated on Purchase Order.
- f If Goods are to be delivered in instalments, the Contract shall be treated as a single contract and not severable.
- g The Seller will repair or replace, free of charge, Goods damaged or lost in transit.
- h Certificates of analysis should be faxed in advance of all deliveries

7 Raw materials supplied must be suitable for the specified purpose, and where applicable must be in accordance with the "Cosmetics Products (Safety) Regulations 2003" or amending, superseding or other relevant regulations.

8 All Goods must not have been tested on animals within the last five years.

9 Packages/Pallets will not be paid for unless notified by appropriate Advice note and Invoice as returnable, giving addresses to which they should be sent.

10 Passing of Property and Risk to the Buyer.

The property and risk in the Goods shall remain with the Seller until delivery has been completed at the point specified in the Purchase Order when the property and the risk in the Goods shall pass to the Buyer absolutely. Where Goods which are the property of the Buyer are delivered to the Seller for processing by the Seller, the Seller shall ensure that the Buyer's Goods are properly stored, protected and insured by the Seller. Any Goods delivered to the Seller for processing shall at all times remain the property of the Buyer.

11 Price and Terms of Payment

No variation in price will be accepted. The Buyer reserves the right to deduct from any monies due or becoming due to the Seller any monies due from the Seller to the Buyer in respect of Goods supplied or Services rendered. Where otherwise stated in the Purchase Order payment will be made 60 days from the end of the month of receipt of Invoice. Value Added Tax where applicable shall be shown separately on all invoices as a net extra charge. All invoices and statements are to be sent to Swallowfield Plc at Swallowfield House, Station Road, Wellington, Somerset, TA21 8NL.

12 Seller's Plant and Equipment et cetera

The Health and Safety at Work Act 1974 requires that articles, substances, plant, equipment and/or any components thereof satisfy certain conditions in connection with the Health and Safety of a purchaser's employees and where applicable members of the public. It is a condition of this purchase that the requirements of all relevant legislation and regulations have been met by the Seller. All work carried out on behalf of the Buyer in the U.K. must be carried out in such a manner as to satisfy the requirements of the Health and Safety at Work Act 1974 or any amending or equivalent legislation.

13 Sellers' Personnel

Seller's personnel working on the property of the Buyer must comply with the Buyer's relevant Site Conditions, copies of which are supplied to all Sellers' personnel. The Buyer reserves the right to remove Sellers' personnel from its premises who in sole opinion of the Buyer are (i) guilty of any misconduct; or (ii) negligent or incompetent.

14 Breach

Any breach of any term of the Contract by the Seller either regarding time of delivery or otherwise shall (whether the Buyer has accepted the Goods or Services or any part thereof or not and whether the property in the Goods or Services has passed to the Buyer or not) entitle the Buyer at its option either to treat the Contract as repudiated or treat any such breach as a breach of warranty giving rise to a claim for damages.

15 Cancellation

The Contract or any part thereof may be cancelled at any time by the Buyer giving the Seller notice in writing. A fair and reasonable price shall be paid for all work in progress at the time of the cancellation and subsequently received by the Buyer. The Buyer shall not be liable for any loss to the Seller including consequential loss.

16 Intellectual Property Rights

- a The Seller warrants that the design, construction and quality of any Goods manufactured or supplied and Services to be supplied under the Contract, comply in all respects with any statutes, statutory rule or order or regulations which may be in force at the time, and further that the Services and the sale or use of the Goods by the Buyer will not infringe any British or foreign patent, trade mark, name, copyright or registered design. The Seller undertakes to indemnify the Buyer against any loss, damage, liability costs or expenses which the Buyer may suffer or incur by reason of any breaches of the said warranties.
- b Unless otherwise confirmed in writing by the Buyer all plans, designs, processes, copyrights, patents, originals blocks, dies, patterns or drawings paid for or supplied by the Buyer are the Buyer's exclusive property and are not to be used or disclosed to any third party without the prior permission of the Buyer in writing. No ancillary machinery or equipment shall be scrapped or removed without the prior written permission of the Buyer. Any specifications plans drawings process information or the like supplied by the Buyer must be returned to the Buyer on completion of the Contract.
- c Any information derived therefrom or otherwise communicated to the Seller in connection with the Contracts shall be kept secret and shall not without the prior written consent of the Buyer be published or disclosed to any third party or made use of by the Seller except for the purpose of implementing the Contract.

17 Assignment or Sub-Letting

The Seller shall not without the prior written consent of the Buyer transfer assign or sub-let the Contract or any part thereof.

18 Insolvency

If the Seller becomes insolvent or (being a company) makes an arrangement with its creditors or has a receiver appointed or commences to be wound up (other than for the purpose of amalgamation or reconstruction) the Buyer may without prejudice to any other of its rights terminate the Contract forthwith by notice.

19 Third Party Rights

No term of this Contract is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

20 Governing Law

This Contract shall be governed by the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

21 Legal Notices

Any notices or similar communications in respect of the Contract shall be sent by registered class post to Swallowfield PLC, Station Road, Wellington, Somerset, TA21 8NL.