

QUEST PERSONAL CARE GLOBAL LTD
TERMS AND CONDITIONS FOR THE SALE OF GOODS

1. Interpretation

1.1 In these Conditions:

'Buyer' means the person whose order for the Goods is accepted by the Seller

'Conditions' means the standard terms and conditions of sale set out in this document

'Contract' means any contract between the Seller and the Buyer for the purchase and sale of the Goods

'Delivery Address' means the address for delivery of the Goods as stated on the face of the Buyer's Order

'Goods' means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions

'Seller' means Quest Personal Care Global Ltd and all subsidiaries either wholly owned or partly owned

'Writing' includes facsimile transmission, e-mail and comparable means of communication

1.2 Any reference in these Conditions to a statute or any provision of a statute shall, unless the context otherwise requires, be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

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

2. Basis of the Sale

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any order of the Buyer which is accepted by the Seller, subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such order is made, or purported to be made, by the Buyer.

2.2 No variation to these Conditions shall be binding unless agreed in Writing by a director of the Seller.

2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed in Writing by a director of the Seller. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

2.6 All descriptions or illustrations contained in the Seller's catalogues or brochures are given for the sole purpose of giving an approximate idea of the Goods described in them and do not form part of the Contract.

3. Orders and Specifications

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative or (if earlier) the Seller delivers the Goods to the Buyer.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, 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, including without limitation any packaging or pallet size requirements.

3.3 If the Buyer requires the Goods to be labelled in accordance with the Buyer's specifications, this will be charged to the Buyer at cost.

3.4 The quantity and description of and any specification for the Goods shall be those set out in the Seller's quotation.

3.5 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim of infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

3.6 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 requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

3.7 Quest Personal Care Global Ltd will take the signature of a customer by an authorised representative in the name of "buyer" as fully authorised to bind their company to the sales order contract terms and conditions. Quest Personal Care Global Ltd will take the signature as authority to purchase, allocate and deliver stock for the customer.

4. Price of the Goods

4.1 The price of the Goods shall be the price set out in the Seller's quotation.

4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost of 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 duties, significant increase in the costs of labour, materials or other costs of manufacture) or any change in delivery dates, quantities, packaging requirements or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.3 Unless otherwise agreed in Writing between the Buyer and the Seller, all prices given by the Seller include transport to the Delivery Address and packaging.

4.4 The price is exclusive of any applicable value added tax which the Buyer shall be additionally liable to pay to the Seller.

4.5 In the event that pallets and returnable containers are not returned by the Buyer to the Seller undamaged and prior to the date on which payment is to be made for the Goods the costs of such pallets and returnable containers will be charged to the Buyer in addition to the price of the Goods.

5. Samples

5.1 The Buyer shall pay the Seller for any samples of the Goods supplied by the Seller to the Buyer at the pro rata price for the Goods.

6. Terms of Payment

6.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer 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 Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

6.2 The Buyer shall pay the price of the Goods without any set-off or other deduction within 30 days of the date of the Seller's invoice, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

6.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller

shall be entitled to:

6.3.1 cancel the Contract or suspend any further deliveries to the Buyer;

6.3.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

6.3.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 3% per annum above HSBC 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). The Seller reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

6.4 All costs, charges and expenses incurred by the Seller in recovering any debt due by the Buyer shall be paid by the Buyer on a full indemnity basis.

7. Delivery

7.1 Unless otherwise agreed in Writing by the Buyer and the Seller delivery of the Goods shall be made by the Seller delivering the Goods to the Delivery Address.

7.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay 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 upon giving reasonable notice to the Buyer.

7.3 If the Buyer contracts to purchase the entire stock of the Goods, any quantities quoted on the Buyer's order shall be approximations only and for the purpose of the Contract the Seller shall be deemed to have delivered and the Buyer shall be deemed to have received the entire stock of such particular type of goods notwithstanding that the quantity actually delivered may differ from that so quoted.

7.4 Where the Goods are to be delivered in instalments, such 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 Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

7.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller a specific delivery date or fails to give adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may:

7.5.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs incurred (including without limitation storage and insurance); or

7.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Buyer for any shortfall below the price under the Contract.

7.6 If the Seller delivers to the Buyer a quantity of Goods of up to 5% more or less than the quantity accepted by the Seller the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for the Goods at the pro rata Contract rate.

7.7 Any claim by the Buyer which is based on any shortfall in the quantity of Goods delivered by the Seller of more than 5% shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 3 working days of the date of delivery. If delivery is not refused and the Buyer does not notify the Seller accordingly the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such shortfall and the Buyer shall be bound to pay the price as if the goods had been delivered fully in accordance with the Contract.

8. Direct Deliveries

8.1 Direct deliveries to Customers warehouse.

If the customer does not take direct delivery into their warehouse then the following charges will be deemed to have been accepted.

The greater of either a 10% uplift in the sales price per unit or the value of demurrage + storage at £2.00 per pallet per week + unloading containers at £150 per 20' container and £200 per 40' container + new pallets at £3.5 per pallet + picking costs at £3.50 per pallet and redirection costs per freighter.

9. Pallets

9.1 Any blue pallets used by the Seller in delivering the Goods are the property of the designated pallet company who will arrange for their collection. The Seller will not be responsible for the collection of these pallets. The Buyer shall retain these pallets until collection by the designated pallet company.

9.2 Any 2 way white pallets or euro pallets used by the Seller in delivering the Goods are the property of the Seller. The Buyer shall retain these pallets (or their equivalent) until collection by the Seller, who shall be entitled to collect the original pallets or their equivalent.

9.3 The Seller reserves the right to charge the Buyer for the price of any pallets which are destroyed or disposed of by the Buyer prior to collection by the Seller or designated pallet company. The charge for failure to return blue pallets will be made at £7.65 per pallet.

10. Risk and Property

10.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

10.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds all sums due to it in respect of:-

10.2.1 The Goods; and

10.2.2 all other goods agreed to be sold by the Seller to the Buyer for which payment is then due;

10.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall:

10.3.1 hold the Goods as the Seller's fiduciary agent and bailee;

10.3.2 keep the Goods separate from those of the Buyer and third parties;

10.3.3 keep the Goods properly stored, protected and insured and identified as the Seller's property.

10.4 Until such time as the property in the Goods passes to the Buyer, the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business solely on the following conditions:-

10.4.1 that it shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds;

10.4.2 that it shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

10.5 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon the premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

10.6 The Buyer shall not be entitled to pledge or in any way charge by way of security for its indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

11. Warranties and Liability

11.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification and will be free from defects in material and workmanship at the time of delivery.

11.2 Without prejudice to the generality of the foregoing the above warranty is given by the Seller subject to the following conditions:

11.2.1 The Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer or where the defect arises because the Buyer fails to store the

Goods correctly or because the Buyer alters or repairs the Goods without the written consent of the Seller or where the Goods have been misused;

11.2.2 The Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.

11.3 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 Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

11.4 Where the Goods are sold under a consumer transaction as defined by the Consumer Transactions (Restrictions on Statements) Order 1976 the statutory rights of the Buyer are not affected by these Conditions.

11.5 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller's Operations Section within 10 days from the date of delivery. The Buyer shall at the same time, and at its expense, send a sample of the Goods which are alleged to be defective to the Seller's Operations Section for examination. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

11.6 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be given a reasonable opportunity to examine the Goods and, if it agrees that the Goods are defective, the Seller shall be entitled, at its option, to replace the Goods (or refund to the Buyer the price of the Goods or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.

11.7 No arrangement to refund the Buyer the price of the goods or a proportionate part of the price shall be binding on the Seller unless agreed in Writing by a director of the Seller.

11.8 The Seller shall not be liable in respect of any claim by the Buyer which has a monetary value of £50 or less (net of VAT and trade discounts).

11.9 Notwithstanding any other clause of these conditions, the Seller shall not be obliged to make any refund to the Buyer where the Goods have been destroyed by the Buyer or the Buyer has marked or damaged the Goods in any way.

11.10 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer 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 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 (and whether 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 Buyer, except as expressly provided in these Conditions.

11.11 The Seller shall not be liable to the Buyer 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;

11.11.1 act of God, explosion, flood, pest, fire or accident;

11.11.2 war or threat of war, sabotage, insurrection, civil disturbance, or requisition;

11.11.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority

11.11.4 import or export regulations or embargoes;

11.11.5 strikes, lock-outs or other industrial actions or trade disputes

(whether involving employees of the Seller or of a third party);

11.11.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;

11.11.7 power failure or breakdown in machinery.

12. Insolvency of Buyer

12.1 This clause applies if:

12.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

12.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

12.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

12.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly;

12.2 If this clause applies, then, without prejudice to any other 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 Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

13. Export Terms

13.1 Where the Goods are supplied for export from the United Kingdom, the conditions of this clause 12 shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provisions of these Conditions.

13.2 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

13.3 Unless otherwise agreed in Writing between the Buyer and the Seller, the Goods shall be delivered ex works and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of the Goods Act 1979.

13.4 Payment of all amounts due to the Seller shall be made as agreed in Writing by the Buyer and the Seller before delivery and in the absence of such agreement payment shall be made pro forma.

14. General

14.1 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 given the notice.

14.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

14.3 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.

14.4 A person who is not a party to the Contract shall have no right to enforce any term of the Contract by virtue of the Contract (Rights of Third Parties) Act 1999.

14.5 The terms and conditions of this contract shall be subject to and interpreted and construed in accordance with English Law, including English Conflicts of Law and the English Courts shall have the exclusive jurisdiction in any dispute which may arise save that the Company may institute and maintain proceedings in respect of this contract in any country.