

CHARMANT

TERMS AND CONDITIONS OF SALE

I. GENERAL

1.1 In these conditions "The Seller" means Charmant UK Co. Ltd. "The Buyer" means the individual firm or company with whom the Seller contracts to sell the Goods and "The Goods" means the goods materials or services which are the subject of these Conditions.

1.2 All quotations are given and all orders are accepted on these conditions which shall override and exclude any other conditions stipulated or referred to by the Buyer and all orders made by the Buyer shall be deemed to be made subject to these conditions.

1.3 No modifications of these conditions shall be effective unless made by an express written agreement between the Buyer and the Seller.

2. TITLE GOODS

2.1 All descriptions and illustrations in the Seller's catalogues, price lists and advertisements or otherwise communicated to the Buyer shall not form part of the contract, but shall be treated as approximate only unless otherwise stated.

2.2 Notwithstanding that a sample of the Goods may have been exhibited to and inspected by the Buyer, the Goods shall be taken by the Buyer at its owner's risk as to their corresponding with the sample and their quality, condition or fitness for any purpose.

2.3 The Buyer shall determine the suitability of the Goods for their intended use and the Buyer shall not rely upon any representations made by or on behalf of the Seller.

2.4 The Goods are intended for resale by the Buyer stated as an individual firm or company and the Seller prohibits the resale without written consent.

3. PRICE

3.1 The price to be paid for the goods' is to be the Sellers list price prevailing upon the date upon which the Buyer's order for the goods is accepted by the Seller.

3.2 The Seller shall be entitled to adjust the price to be paid for the goods by such amount as it thinks fit at any time before despatch of the Goods in the event of any increase in the cost to the Seller in supplying the goods, whether such increase shall result from higher costs of raw materials, labour, transport or overhead expenses, or from any other cause whatsoever.

3.3 The Seller shall be entitled to make an additional charge for postage and packing.

4. DELIVERY AND RISK

4.1 Every effort is made to meet delivery dates, but a fixed date shall not be a condition of the supply of the Goods.

4.2 Late delivery shall not be a ground for cancellation or refusal to take delivery of the Goods and the Seller shall not be liable for any loss, including consequential loss or damage resulting from such delays.

4.3 The Seller shall not be liable for any delay in delivery or non-delivery of the Goods caused by any circumstances beyond the Seller's control, including without limitation any Act of God, explosion, fire, flood, war, hostilities, accident, delay in delivery or non-delivery by the Seller's

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suppliers, breakdowns or accidents to machinery, labour strike or dispute, order or decree of any court, or action of any Governmental authority, or any other causes or any circumstances whatsoever beyond the Seller's control and, on the occurrence of any of the above events, the Seller reserves the right to cancel or suspend the whole or part of any delivery.

4.4 Where the Seller concludes the contract of carriage and/or insures the Goods in transit, the Seller shall be deemed to be acting solely as the Buyer's agent and sections 32(2) and 33(3) of the Sale of Goods Act 1979 shall not apply.

4.5 If the Goods or any part thereof are damaged or lost while in the custody of a carrier, the Seller will, at its sole option, either replace such Goods 'Or such part thereof, or refund to the Buyer the cost or price of the same, but in no circumstances whatsoever shall be liability of the Seller in connection with any such Goods or part thereof exceed the cost of replacement of the same or the price paid by the Buyer for the same.

4.6 The Seller shall not be liable for non-delivery of a whole consignment of the Goods, unless the Buyer informs the Seller in writing within twenty days of the date of the invoice.

4.7 The Seller shall not be liable for damage to the Goods or loss of part of a consignment unless the delivery note is endorsed accordingly and the Buyer notifies the Seller within forty eight hours of delivery and confirms such notification in writing within five days.

4.8 Risk or loss or damage to the Goods shall pass to the Buyer at the time of delivery.

5. PAYMENT

5.1 Payment for the goods shall be made in full within thirty days from the end of the month in which the Goods are invoiced by the Seller without deduction or set off, except when special terms have been agreed in writing.

5.2 The Seller shall have the right to claim and be paid interest at the rate of 2% per month or part thereof, on all sums due to the Seller and unpaid for the period from the date upon which payment is due, until the date upon which payment is made, both before and after any judgment, but nothing herein shall entitle the Buyer to withhold or delay any payment due to the Seller after the date upon which it falls due, or in any way prejudice or affect the Seller's rights in relation to the said non-payment.

5.3 The Seller may at any time require the Buyer to make payment in advance of delivery.

5.4 Should the Buyer fail to make payment by the due date or when required, the Seller reserves the right without prejudice to any other remedy which it may have to cancel this contract and/or any other contract between the Buyer and the Seller and/or to suspend delivery until payment shall have been made.

6. RETENTION OF TITLE

6.1 The title of the Goods shall not pass to the Buyer until all sums due or owing by the Buyer to the Seller on any account whatsoever, (including the contract for the supply of the goods), have been paid in full.

6.2 So long as the property in the Goods shall remain in the Seller the Goods shall be set aside from the Buyer's general stock of Goods and shall be made with an indication that they remain the property of the Seller.

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6.3 If the Buyer shall commit any breach of its obligations or shall make any default in payment of any sum due to the Seller under this or any other contract or if any distress execution or other legal process shall be levied against the Buyer's property or assets or the Buyer shall make an offer or make any arrangement or compositions with its creditors or any petition or order be presented or made against the Buyer, or if any resolutions or petition to wind up the Buyer shall be presented or passed or an Administrative Receiver be appointed all or any of its assets, then in each case the Seller shall have the right with or without prior notice at any time to retake possession of the whole or any part of the Goods (and for that purpose to go onto any premises occupied by the Buyer or any subsidiary parent or associated company of the Buyer) to the value of all sums due to the Seller without prejudice to any other remedy of the Seller.

6.4 The Seller shall be entitled to maintain an action for the price of the Goods, notwithstanding that title in the Goods may not have passed to the Buyer.

6.5 The Buyer shall be entitled to sell in the ordinary course of its business any of the Goods which are property of the Seller, on condition that the Buyer shall hold on trust for and on demand pay or transfer to the Seller (to the extent of any monies due to the Seller) the proceeds of such sale and all claims that the Buyer may have against its purchaser as a result of such sale.

7. GUARANTEE

7.1 If the Goods prove on inspection to be defective in material or workmanship, the Seller undertakes at its option to replace the same or refund to the Buyer the price of the Goods and in no circumstances will liability exceed the cost of replacement or the price paid by the Buyer for the Goods.

7.2 The liability of the Seller shall only apply to defects that appear under proper use and under conditions of operation not more onerous than those declared to the Seller and, in particular, shall not apply to defects which arise from the Buyer's neglect, misuse or from normal wear and tear.

7.3 Any Goods returned to the Seller and replaced by the Seller shall be the property of the Seller.

7.4 The Seller's liability under this clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the Goods and, save as provided in this clause, the Seller shall not be under any liability, whether in contract tort or otherwise, in respect of defects or injury.

7.5 Complaints by the Buyer in respect of the Goods alleged to be defective shall be made within five days of delivery and shall not entitle the Buyer to withhold or set off payments due to the Seller.

8. TERMINATION

8.1 If the Buyer shall commit any breach of its obligations under this or any other contract, or shall make any default in payment of any sum due to the Seller under this or any other contract, or if any distress execution or other legal process shall be levied against the Buyer's property or assets, or the Buyer shall make or offer to make any arrangement or composition with its creditors, or any petition or order be presented or made against the Buyer, or if any resolution or petition to wind up the Buyer shall be presented or passed, or if an Administrative Receiver be appointed of all or any of its assets, then in each case the Seller shall have the right forthwith to determine the contract and to cancel any outstanding delivery without prejudice to any other remedy.

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8.2 The Buyer shall not be entitled to cancel this contract without the consent of the Seller which, if given, shall be deemed to be on the express condition that the Buyer shall indemnify the Seller against all loss, damage, claims or actions arising out of such cancellation.

9. MISCELLANEOUS

9.1 The contract between the Seller and the Buyer for the supply of goods shall be governed and construed in accordance with the Laws of England and the Buyer agrees to submit to the jurisdiction of the Courts and Law in England in respect thereof.

9.2 No forbearance or indulgence shown or granted by the Seller to the Buyer shall in any way affect or prejudice the right of the Seller against the Buyer or be regarded as a waiver of these conditions.