

DE MONCHY AROMATICS LIMITED

STANDARD TERMS AND CONDITIONS OF SALE

1. Application of Terms and Conditions

- 1.1 These terms and conditions of sale ("**Conditions**") apply exclusively to each transaction for the sale of goods by De Monchy Aromatics Limited, a company incorporated and registered in England with company number 01615220, with its registered office at Holton Heath Industrial Park, Blackhill Road, Holton Heath, Poole, Dorset BH16 6LS, United Kingdom ("**Company**") to a buyer of Goods from the Company ("**Buyer**") unless otherwise agreed in writing by an authorised representative of the Company and the Buyer.
- 1.2 No terms and conditions or contractual provisions specified or stipulated by the Buyer at any time, whether prior to or after the Conditions have been brought to the attention of the Buyer, shall be binding on the Company.
- 1.3 Whenever reference is made in these Conditions to an authorised representative of the Company, such authorised representative shall be a director of the Company or a person authorised in writing by a director of the Company. It shall be for the Buyer to ensure that a person purporting to act on behalf of the Company is the Company's director or a person authorised in writing by the director to act as the Company's authorised representative.
- 1.4 In these Conditions:
- 1.4.1 "**business day**" means a day (other than a Saturday, Sunday or public holiday) when banks in London, United Kingdom, are open for business;
- 1.4.2 "**Contract**" means each contract whereby the Company sells and the Buyer buys the Goods;
- 1.4.3 "**Goods**" means the goods sold by the Company to the Buyer whose details and amount sold are specified in the sales order confirmation issued by the Company to the Buyer ("**Order Confirmation**"); and
- 1.4.4 "**Import Charges**" mean import or customs duty or other official taxes or charges or any port surcharges arising from or necessary to enable delivery of the Goods.

2. Basis of Sale

- 2.1 Each Contract incorporates these Conditions and is formed when the Buyer receives an Order Confirmation that the Company issues after receiving an order from the Buyer. Receipt of an Order Confirmation by the Buyer occurs when the Order Confirmation sent by email to the Buyer is received by the Buyer's inbox.
- 2.2 The placement with the Company of an order for goods by the Buyer shall amount to the unequivocal and irrevocable acceptance of the Conditions by the Buyer to the exclusion of any other terms.
- 2.3 No quotation given by the Company to the Buyer shall amount to an offer capable of being accepted but shall constitute an invitation to treat. For the avoidance of doubt, no contract shall come into effect unless the Company has agreed in writing to supply the Goods by issuing an Order Confirmation.

- 2.4 The Company's employees or agents are not authorised to make any representations concerning the Goods outside the normal course of their duties unless confirmed in writing by an authorised representative of the Company. 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.
- 2.5 No variation to these Conditions or the Contract shall be binding unless agreed in writing between the authorised representatives of the Company and the Buyer.
- 2.6 Sales literature, price lists and other documents issued by the Company in relation to the Goods do not constitute offers to sell the Goods which are capable of acceptance.
- 2.7 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

3. Specification

- 3.1 The specification for the Goods shall be that set out in the Company's material specification document. The Goods will only be supplied in the minimum units thereof stated in the Order Confirmation or in multiples of those units as determined by the Company from time to time.
- 3.2 Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Company are intended as a guide only and shall not be binding on the Company.
- 3.3 Where the specification for the Goods is dependent on information supplied by the Buyer, the Buyer warrants such information is complete and accurate, and the Company shall bear no liability to the Buyer and the Buyer shall not be entitled to any refund or reimbursement from the Company in the event that the Goods fail to meet the Buyer's requirements or the purposes for which the Buyer ordered the Goods (including without limitation the requirements of any person purchasing the Goods from the Buyer or the Buyer's products incorporating the Goods) as a consequence of any deficiency or inaccuracy in the information supplied by it.
- 3.4 It shall be strictly the responsibility of the Buyer to advise the Company in writing prior to the formation of the Contract of any special, legal, administrative or regulatory requirements applying in the territory in which the Buyer is to import, use or sell the Goods (including without limitation any requirements as to the composition of the Goods or their labelling or generally as regards the distribution or sale of the Goods) and the Buyer must advise the Seller immediately of any change made in such requirements.
- 3.5 The Company reserves the right to make any changes to the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Buyer's specification, which do not materially affect their quality or performance.

4. Price

- 4.1 Subject to Condition 4.5, the price of the Goods at which the Company sells to the Buyer is the price set out in the Order Confirmation (the "**Price**") and is exclusive of VAT (or similar sales tax) and charges for delivery, packaging, carriage, and insurance (if any). Such tax or charges (if any) are set out in the Order Confirmation and must be paid in addition to the Price.

- 4.2 Unless otherwise specified by the Company in its quotation, Import Charges shall be for the Buyer to settle directly with the authorities in question. Where, notwithstanding the Buyer being contractually obliged to pay the Import Charges, the Company deems it appropriate to settle any part of them in order to ensure delivery of the Goods, the amount paid out by the Company shall be reimbursed by the Buyer forthwith upon demand.
- 4.3 Subject to Condition 4.5, where the Company has quoted a price for the Goods, it shall be valid for seven (7) days from (and including) the day on which it was quoted unless otherwise specified in the Company's quotation.
- 4.4 All payments shall be made to the Company in the manner indicated on the invoice issued by it.
- 4.5 The Company reserves the right, by giving written notice to the Buyer at any time before delivery, to increase the Price to reflect any increase in the cost to the Company which is due to any factor beyond its control (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which are requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate information or instructions.
- 4.6 Unless the Company has agreed otherwise in writing, delivery of Goods will be made only after payment in full of the Price (together with all amounts for VAT (or similar sales tax) and charges (if any) for delivery, packaging, carriage, Import Charges and insurance) has been received by the Company in cleared funds. Unless the parties agree otherwise in writing, the Buyer shall pay the Price (together with all amounts for VAT (or similar sales tax) and charges (if any) for delivery, packaging, carriage, import duties and insurance) within thirty (30) days of the date of the invoice for the Goods.

5. Delivery

- 5.1 Delivery of the Goods takes place when the Goods are delivered to the place specified in the Order Confirmation or, if no place of delivery is so specified, by the Buyer collecting the Goods at the Company's premises at any time after the Company has notified the Buyer that the Goods are ready for collection.
- 5.2 The Incoterms 2010 rules which apply to the Goods are as set out in the Order Confirmation.
- 5.3 The Company shall endeavour to comply with the shipping instructions for the Goods given by the Buyer, but the Company reserves the right to deliver Goods in instalments and by vessels, aircraft or vehicles of the Company's choice from any point of departure in the United Kingdom or elsewhere.
- 5.4 The delivery date given by the Company is an estimate only, and time for delivery shall not be of the essence unless previously specifically agreed as a definitive delivery date in writing by an authorised representative of the Company. The Goods may be delivered in advance of the delivery date upon giving reasonable notice to the Buyer.
- 5.5 Where the Goods ordered under a single Contract are to be delivered in instalments, each delivery shall constitute a separate contract, and failure by the Company 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 it as a breach of any other part of the Contract or the Contract as a whole.

- 5.6 If the Buyer fails to take delivery of the Goods or any part of them on the delivery date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Company shall be entitled upon giving written notice to the Buyer to store or arrange for the storage of the Goods, in which case risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to the Company all costs and expenses including storage and insurance charges arising from such failure.
- 5.7 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country where delivery takes place pursuant to Condition 5.

6. Inspection and Shortages

- 6.1 The Buyer shall inspect the Goods on delivery or on collection as the case may be.
- 6.2 The Company shall be under no liability for any shortages of the Goods delivered that would be apparent on reasonable inspection at the time of delivery and, in any event, the Buyer shall be deemed to have accepted any shortage of the Goods unless a written complaint is delivered to the Company within seven (7) business days of delivery detailing the alleged shortage.
- 6.3 In all cases where shortages are complained of, the Company shall be under no liability in respect thereof unless:
- 6.3.1 the shortage in question exceeds 1% (whether by weight, quantity or volume) of the Goods delivered; and
- 6.3.2 an opportunity to verify the shortage is given to the Company before any use is made of the Goods or any alteration or modification is made to them by the Buyer.
- 6.4 Subject to Conditions 6.2 and 6.3, the Company shall make good any shortage in the Goods as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever arising from such shortage.
- 6.5 If the Buyer receives a larger quantity of Goods than it ordered, it shall inform the Company upon becoming aware of the excess.

7. Defective or Damaged Goods

- 7.1 If on delivery any of the Goods are defective or damaged and either the Buyer lawfully refuses delivery of the defective or damaged Goods or, if they are signed for on delivery as "condition and contents unknown" but the Buyer gives written notice of such defect or damage to the Company within seven (7) business days of such delivery, the Company shall at its option:
- 7.1.1 replace the defective or damaged Goods within twenty (20) business days of receiving the Buyer's notice; or
- 7.1.2 refund or credit to the Buyer the price for those Goods (or parts thereof, as appropriate) which are defective or damaged.

The Company shall have no further liability to the Buyer in respect of any defective or damaged Goods that are delivered to the Buyer.

Effective date 09.08.2016

- 7.2 No Goods that have already been delivered to the Buyer may be returned to the Company without the prior agreement in writing of an authorised representative of the Company.
- 7.3 The Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, the failure to store the Goods securely or properly protected, failure to follow the Company's instructions (whether given orally or in writing), misuse or alteration of the Goods without the Company's prior approval, or any other act or omission on the part of the Buyer, its employees or agents or any third party.
- 7.4 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 7.5 The Buyer shall be responsible for ensuring that any use or sale of the Goods by the Buyer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Buyer is carried out in accordance with all directions or instructions given by the Company or any competent governmental or regulatory authority, and the Buyer shall indemnify the Company against any liability loss or damage which the Company might suffer as a result of the Buyer's failure to comply with this Condition.

8. Risk and Retention of Title

- 8.1 All risk of damage to or loss of the Goods shall pass to the Buyer at:
- 8.1.1 in the case of Goods to be delivered at the Company's premises, the time when the Company notifies the Buyer that the Goods are available for collection; or
- 8.1.2 in the case of Goods to be delivered otherwise than at the Company's premises, the time of delivery or, if the Buyer fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods.
- 8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, legal and beneficial title of the Goods shall not pass to the Buyer until the Company has received in cleared funds payment in full of the price of the Goods together with VAT (or similar sales tax) and charges (if any) for delivery, packaging, carriage, Import Charges and insurance as specified in the Order Confirmation.
- 8.3 Until payment has been made to the Company in accordance with these Conditions and the Contract and title in the Goods has passed to the Buyer, the Buyer shall be in possession of the Goods as bailee for the Company, and the Buyer shall store the Goods in an appropriate environment separately in the way that they are identifiable as being supplied by the Company. The Buyer shall also insure the Goods against all risks in the meantime.
- 8.4 The Buyer 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 Company, but if the Buyer does so all money owing by the Buyer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.
- 8.5 The Company reserves the right to repossess any Goods in which it retains title without notice. The Buyer irrevocably authorises the Company to enter the Buyer's premises during normal business hours for the purpose of repossessing the Goods in which the Company retains title or of inspecting the Goods to ensure compliance with the storage and identification requirements of Condition 8.3.

9. Buyer's Default

9.1 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

9.1.1 cancel the order or suspend any further deliveries to the Buyer; and/or

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

9.1.3 levy interest and other charges to which it is entitled on all unpaid amounts under Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time); and/or

9.1.4 withdraw all credit facilities extended and require immediate payment of all outstanding invoices issued whether or not they were due for payment; and/or

9.1.5 exercise its right under Condition 14.1.

9.2 This Condition 9.2 applies if:

9.2.1 the Buyer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract;

9.2.2 the Buyer enters into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them;

9.2.3 the Buyer passes a resolution or makes a determination for it to be wound up (except for the purposes of a solvent amalgamation or reconstruction);

9.2.4 the Buyer has a winding up order or bankruptcy order made against it;

9.2.5 the Buyer has a receiver or administrative receiver appointed of it or of the whole or any part of its assets;

9.2.6 the Buyer appoints or has an administrator appointed of it;

9.2.7 where the Buyer is a partnership, whether in addition to any of the above or alone, bankruptcy orders are made in respect of any of its partners;

9.2.8 the Buyer suffers any event or takes any step analogous to the events or steps set out in Conditions 9.2.1 to 9.2.7 inclusive in any jurisdiction other than England and Wales;

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

9.2.10 the Company reasonably believes that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

Effective date 09.08.2016

9.3 If Condition 9.2 applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to terminate 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 of the Goods (together with VAT (or similar sales tax) and charges (if any) for delivery, packaging, carriage, Import Charges and insurance as specified in the Order Confirmation shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

10. Limitation of Liability

10.1 Subject to the provisions of Conditions 7 and 10.3, the following provisions set out the entire liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

10.1.1 any breach of these Conditions or the Contract;

10.1.2 any use made (including but not limited to modifications) or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and

10.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

10.3 Nothing in these Conditions excludes or limits the liability of the Company:

10.3.1 for death or personal injury caused by the Company's negligence;

10.3.2 the conditions implied by section 12 of the Sale of Goods Act 1979;

10.3.3 for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or

10.3.4 for fraud or fraudulent misrepresentation.

10.4 Subject to Conditions 10.2 and 10.3:

10.4.1 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price of the Goods or part of the Goods from which the liability directly arises; and

10.4.2 the Company 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 statute, or under the express terms of the Contract, for any indirect or consequential loss or damage sustained by the Buyer (including without limitation loss of profit, loss of business or business opportunity or any indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its servants 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.

11. Product recall

11.1 The Buyer shall keep the Company fully informed of:

11.1.1 all and any matters relating to actual or alleged defects, safety or other issues with the Goods including any claims or complaints received from its customers to the extent relevant to the Goods;

11.1.2 any enquiries or requests received from the authorities or a regulatory body concerning the quality of the Goods or compliance of the Goods with the applicable law; and

11.1.3 any notification or communication that has been, or might reasonably be expected to be given, to any competent authority in respect of the Goods, or in respect of any other circumstances in which the Goods might be considered unsafe,

in each case upon becoming aware of the same, and provide the Company with such information and assistance as may be requested by the Company upon request and follow such instructions as the Company may give in dealing with the matters set out in this Condition 11.1. Further, the Buyer shall immediately give to the Company copies of any communications to or from any competent authority in respect of any circumstances referred to above upon its receipt of the same.

11.2 The Buyer shall, if requested by the Company at the Company's reasonable expense, give all reasonable assistance to the Company in locating and recovering Goods, preventing their sale to third parties and, if required by the Company, recalling the Goods. Further, the Buyer shall use its best endeavours to ensure that its customers agree to co-operate in a similar manner.

11.3 In the event of a recall of or corrective action involving the Goods, the Buyer shall:

11.3.1 upon request from the Company, immediately return the Goods it has in stock to the Company or any person designated by the Company;

11.3.2 immediately provide the Company with the details of its customers to whom the affected Goods were sold and amounts of those Goods sold to those customers; and

11.3.3 fully cooperate with the Company to trace the affected Goods sold to its customers and to return the Goods to the Company.

- 11.4 The Buyer shall not admit, accept, settle or compromise any claim regarding any defect, safety or other issue with the Goods in the absence of the Company's written consent. If the Buyer proposes to give any notification or information to any third party (including any competent authority) concerning the Goods or any unsafe condition of the Goods, it shall give notice of those circumstances to the Company prior to giving such notification or information to the third party and follow the Company's instructions.
- 11.5 The Buyer shall bear any losses arising in the event of any of the Goods becoming defective or being damaged after delivery and before sale to its customers, and shall indemnify the Company against any losses suffered by the Company.
- 11.6 The Buyer undertakes to maintain appropriate, up-to-date and accurate records to enable the immediate recall of any Goods (or batches of Goods) from the markets including batch numbers and volumes of the Goods in inventory or sold to its customers, the customer's contact details and the date on which the Goods were delivered to its customers.

12. Confidentiality

- 12.1 Each party shall, except as provided in Conditions 12.3 and 12.2 or with the other party's prior written consent:
- 12.1.1 treat as strictly confidential and use solely for the purposes contemplated by this Contract all information, whether technical or commercial, obtained or received by it as a result of entering into or performing its obligations under this Contract and relating to the negotiations relating to, or the provisions or subject matter of, this Contract or the other party ("**Confidential Information**");
- 12.1.2 not use, reproduce, or record in any medium or form any of the other party's Confidential Information except to the extent that it is strictly necessary for the proper purposes of this Contract; and
- 12.1.3 not, except with the prior written consent of the other party publish or otherwise disclose to any person any Confidential Information.
- 12.2 Each party may disclose Confidential Information which would otherwise be subject to this Condition 12 if but only to the extent that it can demonstrate that:
- 12.2.1 such disclosure is required by law or by order of a court or governmental body or authority of competent jurisdiction (including the rules of any stock exchange or listing authority) or by governmental body having jurisdiction over it, wherever situated and whether or not the requirement has the force of law;
- 12.2.2 the Confidential Information was lawfully in its possession prior to its disclosure by the Company (as evidenced by written records) and had not been obtained from the Company; or
- 12.2.3 the Confidential Information has come into the public domain other than through its fault or the fault of any person to whom the Confidential Information has been disclosed in accordance with Condition 12.2, provided that any such disclosure shall not be made without prior consultation with the other party.

- 12.3 Each party may disclose the other party's Confidential Information to its directors, officers, senior employees, professional advisers, auditors and funders who reasonably require the information for the purposes of this Contract, provided that the disclosing party shall ensure that such persons to whom it has disclosed the other party's Confidential Information pursuant to this Condition 12.3 will keep such Confidential Information strictly confidential by obtaining a written confidentiality undertaking in a form equivalent to Condition 12.1 from such person.
- 12.4 The restrictions contained in this clause shall survive the termination of this Contract and shall continue without limit of time.
- 12.5 The Buyer will not use, authorise or permit any other person to use any name, trademark, house mark, emblem or symbol which the Company is licensed to use or which is owned by the Company upon any premises, note paper, visiting cards, advertisement or other printed matter or in any other manner whatsoever unless such use shall have been previously authorised in writing by the Company and (where appropriate) its licensor.
- 12.6 The provisions of this Condition 12 shall survive the termination of the Contract.

13. Communications

- 13.1 All notices under these Conditions and the Contract shall be:
- 13.1.1 in writing;
- 13.1.2 served by hand, courier or other messenger, post or facsimile; and
- 13.1.3 deemed duly given if signed by, or on behalf of, a duly authorised officer of the Buyer or an authorised representative of the Company, and served in accordance with this Condition 13.
- 13.2 Email shall not be used as a means of giving a notice under the Contract.
- 13.3 Notices shall be deemed to have been duly given:
- 13.3.1 when delivered, if delivered by hand, courier or other messenger (including registered mail) during business hours; or
- 13.3.2 when transmitted, if sent by facsimile during business hours and a successful transmission report or return receipt is generated; or
- 13.3.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
- 13.3.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- 13.4 A notice received by the other party outside business hours shall be deemed to be served on the following business day. For this purpose, "**business hours**" shall mean between 9.00 am and 5.00 pm on a business day.
- 13.5 All notices under the Contract shall be addressed to the address or facsimile number set out in the Contract or such other address or facsimile number as notified to the other party from time to time with not less than five (5) days' notice.

14. Set-off

14.1 Without prejudice to its other rights and remedies the Company may set-off and deduct from the sums due to the Buyer under this Contract any sums owed to the Company by the Buyer (whether liquidated or not) irrespective of whether the liability to pay those sums arose under or in connection with this Contract.

14.2 All amounts due from the Buyer to the Company under this Contract shall be paid in full without any set-off, counterclaim, deduction or withholding.

15. Costs

Unless otherwise expressly provided in the Contract, each Party will bear its own costs and expenses incurred in relation to the negotiation, preparation, execution and implementation of the Contract.

16. Force Majeure

16.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. Such causes include, but are not limited to: power failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

16.2 Notwithstanding the Condition 16.1, nothing will excuse the Buyer from any payment obligations under this Contract

17. Cumulative remedies

The rights and remedies under this Contract are in addition to and, except where otherwise expressly provided in this Contract, do not exclude, any rights and remedies provided by law (including equitable remedies) or otherwise.

18. Waiver

18.1 The parties agree that no failure by either party to exercise nor any delay in exercising by any party to this Contract of any right, power, privilege or remedy under this Contract shall impair or operate as a waiver thereof in whole or in part.

18.2 No single or partial exercise of any right, power privilege or remedy under this Contract shall prevent any further or other exercise thereof or the exercise of any other right, powers, privilege or remedy.

19. Assignment

The Buyer shall not assign, or otherwise transfer all, or any of its rights, obligations or liabilities under or in connection with this Contract without the Company's prior written consent.

20. Severance

20.1 The parties agree that, in the event that one or more of the provisions of these Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable:

20.1.1 it will not affect the legality, validity or enforceability of any other provision of this Contract and the parties; and

20.1.2 the parties will negotiate in good faith to amend such provision (or part provision), such that as amended it is legal, valid and enforceable and to the greatest extent possible achieves the parties' original commercial intention.

21. Entire agreement

21.1 This Contract constitutes the entire agreement and understanding between the parties in respect of its subject matter and supersedes and extinguishes all previous drafts, arrangements, agreements, and understandings between, and Representations given by or on behalf of, the parties, (in each case whether written or oral), relating to the subject matter of this Contract.

21.2 Each party acknowledges that it has not relied on, and subject to clause 10.3 shall have no remedies (whether in equity, contract, tort (including negligence or negligent misstatement), for breach of statutory duty, for misrepresentation (including innocent or negligent misrepresentation) or in any other way) for, any representation, statement, assurance, covenant, warranty, undertaking or commitment (whether contractual or otherwise) which is not expressly set out in this Contract.

22. Relationship of the parties

Nothing in this Contract shall be construed as creating a partnership, a joint venture, or the relationship of principal and agent between the parties and neither party has authority or power to bind the other in any way.

23. Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

24. Disputes

24.1 In the event of any dispute arising between the parties, the matter will be referred to a director of each of the Company and the Buyer who shall endeavour to resolve the dispute in good faith.

24.2 Should for any reason the dispute not be resolved within six (6) months following the day on which the dispute is referred to a director of the other party, then either party may submit the matter to mediation on the following basis:

24.2.1 an independent professional person experienced in mediation proceedings ("**Mediator**") shall be chosen by agreement between the parties to the dispute or, if they are unable to agree upon a Mediator or if the Mediator

agreed upon is unable or unwilling to act, any of the parties involved in the dispute may apply to the President for the time being of the Law Society of England & Wales to appoint a Mediator;

24.2.2 the parties shall meet with the Mediator as soon as practicable in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held;

24.2.3 the mediation shall be held in England;

24.2.4 each party shall ensure that it is represented in the mediation by an individual with authority to settle the dispute and to sign any settlement agreement that may be agreed;

24.2.5 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and on a without prejudice basis; and

24.2.6 the Mediator shall not be called to give evidence in any subsequent proceedings between the parties, nor may any Mediator act as an advisor to either party in any subsequent proceedings whether as counsel, solicitor or expert without the prior written consent of the other party.

24.3 Notwithstanding the provisions of Condition 24.2, in the case of the non-payment by the Buyer of any part of the price of the Goods (including all amounts for VAT (or similar sales tax), delivery, packaging, carriage, import duties and insurance), the Company may elect at its discretion to take appropriate recovery action without first raising the matter as a dispute.

24.4 If a dispute is settled through mediation, the terms of the settlement shall be recorded in writing in a legally binding form signed by a duly authorised representative of each of the parties. Such agreement shall be binding on the parties and neither party shall have recourse to the court proceedings under Condition 25.2.

24.5 If either party withdraws from the mediation at any time, the mediation procedure shall be terminated and either party shall be free to refer the dispute to the resolution procedure in accordance with Condition 25.2.

25. Law and Jurisdiction

25.1 These Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

25.2 Each party irrevocably agrees that any dispute, controversy, proceedings or claim between the parties relating to these Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) which has not been resolved in accordance with Condition 24 shall be subject to the exclusive jurisdiction of the courts of England and Wales.

25.3 For the purposes of this clause, each party waives any objection to the courts of England and Wales on the ground that they are an inconvenient or inappropriate forum to settle any dispute.