



CONDITIONS OF SALE

In these conditions "the *Seller*" means Botanicals & Natural Products Ltd.
"The *Buyer*" means the person, firm or company purchasing the *Goods*.

"The *Goods*" means the *Goods* or materials the subject of the contract between the *Buyer* and the *Seller*.

1. Unless otherwise agreed in writing every order placed with the *Seller* shall be subject to these Conditions of Sale which shall override any standard terms or conditions stipulated, incorporated or referred to in the *Buyer's* order.
2. Where delivery of the *Goods* is to be made by instalments each delivery shall be treated as a separate contract and failure suspension or delay in any delivery or defects in the *Goods* delivered shall not vitiate the contract as to other deliveries. The *Seller* shall be at liberty to invoice the *Buyer* for *Goods* delivered notwithstanding that the whole of the order has not been delivered.
3. All delivery dates are estimates only and the *Seller* shall not be liable in damages for any delay in delivery nor shall the *Buyer* be entitled to refuse to accept delivery except where delay of an unreasonable length has occurred due to circumstances within the *Seller's* control. The following circumstances shall without limitation be deemed not to be within the *Seller's* control; Acts of God, war, riots, civil commotions, strikes, Lockouts, trade disputes, fires, breakdowns, interruptions of transport, Government action and delay in delivery by the *Seller's* suppliers. During any such period of delay the *Buyer* after giving reasonable prior written notice of his intention to do so shall be at liberty to purchase elsewhere such *Goods* only as shall be necessary for the *Buyer's* immediate requirements and to cancel delivery from the *Seller* of any quantities so purchased.
4. Notwithstanding any other terms stated herein, cash shall be paid before delivery if required.
5. (i) Unless otherwise agreed and provided that the *Seller* does not require payment in advance of delivery, payment for the *Goods* shall be made not later than the 30 days from the date of the *Seller's* invoice.

(ii) Without prejudice to the *Seller's* right in respect of late payment other than to receive compensation therefore if the *Buyer* fails to make payment on the due date the *Seller* shall be entitled in addition to the purchase price to interest thereupon at the rate of 8% per annum above the Base Rate of the *Seller's* bank from time to time applying from the due date of payment until payment is received by the *Seller*, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
6. (i) Upon delivery of the *Goods* the risk in the *Goods* shall pass to the *Buyer* and the *Buyer* shall hold the *Goods* solely as bailee for the *Seller* and the *Goods* shall remain the property of the *Seller* until such time as the *Buyer* shall have paid to the *Seller* all monies due from the *Buyer* to the *Seller*. Until such time the *Seller* shall be entitled to recover the *Goods* or any part thereof and for the purpose of exercising such rights to the *Seller* its employees and agents with appropriate transport may enter upon the *Buyer's* premises and any other location where the *Goods* are situated.

(ii) The *Buyer* shall maintain all appropriate insurance in respect of the *Goods* from the date or dates on which the risk therein passes to him. In the event of any loss or damage occurring while the *Goods* remain the property of the *Seller* the *Buyer* shall, immediately on receipt of the insurance monies, remit to the *Seller* the full purchase price of the *Goods* lost or damaged less any part thereof which has already been paid and until such amount has been so remitted shall hold such amount as trustee and agent for the *Seller*.
7. All returnable containers and pallets used in connection with deliveries, shall save as hereinafter mentioned remain the property of the *Seller*. Unless otherwise agreed the *Buyer* shall pay the *Seller's* deposit charges current at the time of delivery as security for the return of such containers without discount when the invoice for the contents is paid and such deposit will only be repaid if the containers are returned at the *Buyer's* expense in good condition within six months of the date of delivery otherwise the deposit shall be forfeited to the *Seller* and the containers shall thereupon become the property of the *Buyer*. Where no deposit is charged at the time of delivery and if the containers are not returned to the *Seller* within a period of six months, in good order and condition, then the *Buyer* shall reimburse the *Seller* the replacement cost of such containers.
8. The *Buyer* shall inspect the *Goods* immediately upon delivery and shall within 14 days of such delivery give notice in writing to the *Seller* of any matter or thing by reason whereof the *Buyer* alleges that the *Goods* are not in accordance with the contract whether as to quantity, quality or otherwise. If no such notice is served by the *Buyer* upon the *Seller* the *Goods* shall be deemed to be in accordance with the contract in all respects and the *Buyer* shall be deemed to have accepted them. If the *Buyer* having served notice on the *Seller* demonstrates to the reasonable satisfaction of the *Seller* that the *Goods* are not of the quality specified in the Contract the *Seller* shall at its option either replace the defective *Goods* with *Goods* complying with the Contract at the place for delivery specified in the contract or refund to the *Buyer* the price paid by the *Buyer* for the defective *Goods*.
9. Damage shortage and pilferage in transit must be reported to the carriers in writing within three days after the delivery of the *Goods* and a copy sent to the *Seller* to enable (where applicable) the necessary claim to be made. In case of damage the *Buyer* shall retain the damaged *Goods* and packing materials for inspection. In case of non-delivery within 14 days of date of despatch or in the case of exports within the three days of anticipated delivery date the *Seller* must be advised immediately. If the *Buyer's* non-compliance with the above causes any subsequent claim to be refused by the Carriers the entire loss shall be borne by the *Buyer*.
10. No contract between the *Seller* and the *Buyer* shall be a sale by sample by reason only of a sample having been provided for the *Buyer's* general guidance.
11. All liability of the *Seller* (including liability in respect of its employees, subcontractors, principals and agents) for damage or loss not arising as a result of damage to property or personal injury while for breach of any implied condition, warranty or representation is hereby excluded SAVE THAT the *Seller* shall accept liability for death and personal injury caused by negligence of the *Seller*.
12. No liability is accepted for infringement of any patent, registered design, trade mark, trade name or copyright and the *Buyer* undertakes to indemnify the *Seller* against any such infringement.
13. Unless expressly stated otherwise all prices quoted are exclusive of Value Added Tax. *Goods* are sold subject to the rate of Value Added Tax prevailing at the relevant tax point.
14. The *Seller* undertakes to provide Health and Safety information relating to the *Goods* at the time the *Goods* are first supplied to the *Buyer* and at any time at the *Buyer's* request.
15. Delivery terms used in international transactions shall be interpreted in accordance with the edition of INCOTERMS current at the date of the order.
16. These Conditions of Sale and any contract made pursuant thereto shall be subject to and construed in accordance with English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.

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