



ACI GROUP LIMITED

STANDARD CONDITIONS OF PURCHASE

1. Definitions

In these terms and conditions of purchase:-

"the Company" means ACI Group Limited T/A Naturis, Allchem Pharma Ingredients, Allchem Performance & Flomac whose registered office is situated at 1st Floor, 22/23 Progress Business Centre, Whittle Parkway Slough, Berks, SL1 6DQ

"the Seller" means the person, firm, body or company to which the Order is issued.

"the Goods" means the products specified in the Order.

"the Order" means the official Purchase Order of the Company.

"the Services" means the services supplied by the Seller in connection with the Goods.

2. Acceptance

The actual execution of the Order shall constitute acceptance of this Order and all these terms and conditions by the Seller. No Goods or Services shall be supplied or performed by the Seller except in accordance with the terms and conditions contained herein.

3. Delivery

3.1 The Seller shall deliver the Goods specified in the Order to the place of delivery specified and upon the terms specified within the time specified in the Order it being expressly agreed that time of the delivery shall be of the essence of the contract.

3.2 A delivery note must accompany all deliveries and an advice note must be posted to the Company on the day of despatch. All delivery notes, advice notes invoices and other documentation in connection with this Order produced by the Seller shall bear the Company's appropriate purchase order number or other appropriate reference as required.

4. Packing and Carriage

4.1 Goods are to be delivered to the Company free of all carriage charges unless otherwise specifically stated in the Order (i.e. agreement to purchase on ex-Works basis)

- 4.2 The Seller shall mark the outside of all packages with its name the name of the Goods in English and full details of their destination.
- 4.3 All Goods shall be packed in suitable containers for optimum protection of the Goods. The Seller shall comply with all applicable laws regulations and international agreements relating to the packaging, package labelling and carriage of the Goods.

5. Quality and Defects

- 5.1 All Goods supplied shall conform to the quality standard and description as specified in the Order.
- 5.2 All Goods shall be of sound material and workmanship and be capable of any standard of performance specified in this Order and shall be fit for the purpose for which the Goods are required as specified either expressly or implicitly in this Order and in accordance with all relevant legislation in force from time to time.
- 5.3 If Goods are delivered by the Seller which do not conform to the requirements of 5.1 and 5.2 the Company shall without prejudice to any other rights which it may have against the Seller have the right to reject the Goods within a reasonable time after delivery. In the event of such a rejection the Company shall be entitled to recover from the Seller any additional expenditure incurred in obtaining replacement goods and to recover any loss or damage suffered by the Company, alternatively the company shall be entitled to demand replacement goods to be delivered within a reasonable time at no additional cost. Such reasonable time to be determined by the company.

6. Hazards

The Seller shall inform and keep the Company informed of all hazards and regulations which the Seller knows or believes to be associated with the use, handling, storage, labelling and transport of the Goods and/or services and the Seller will ensure that relevant consignments are properly marked with the appropriate internationally recognised danger symbols and that prominent hazard warnings appear in English on all packages and documents.

7. Cancellation

The Order may be cancelled by the Company at any time after the time for delivery of the Goods or carrying out any work specified in the Order has passed. The Company shall not be liable in respect of such cancellation for any loss to the Seller including consequential loss howsoever arising and shall be entitled to recover from the Seller any additional expenditure incurred in obtaining replacement goods and to recover any loss or damage suffered by the Company.

8. Indemnity

The Seller shall indemnify the Company against all claims, costs, losses, damages and expenses in respect of loss damage or injury whatsoever and wheresoever arising to property or persons in consequence of defective workmanship or design or the unsound quality of the Goods or of any negligence of the Seller in the execution of this Order. In the event where the company is required to enforce this indemnity then the legal costs or any incidental costs shall be borne by the seller.

9. Title and Risk

Legal and equitable title and risk in the Goods shall pass to the Company when they are properly delivered to the Company as set out in Condition 3 and accepted by the Company unless otherwise specified in the Order. Acceptance of the Goods must be in writing signed by a servant or agent of the Company authorised to accept delivery but shall not constitute a waiver of the Company's rights under this contract.

10. Confidentiality

The Seller will keep confidential and will not divulge or exploit for its own purposes otherwise than in pursuance of its performance of this Order any information (in whatever form) which is confidential furnished by or on behalf of the Company in connection with this Order.

11. Patents and Trademarks

The Seller shall indemnify and hold harmless the Company against all liability or alleged liability in respect of any infringement or alleged infringement of trademarks trade names, patents, copyrights, registered designs or any rights whatsoever of third parties and shall indemnify the Company against all proceedings costs expenses claims or demands in respect of such liability or alleged liability save to the extent that the Company is responsible for the infringement.

12. Force Majeure

No failure or omission by the Company to carry out or observe any of these terms of conditions of purchase shall give rise to any claim by the Seller or be deemed a breach of this Order if such failure or omission arises from any cause reasonably beyond the control of the Company.

13. Sub-Contracting

This Order may not be assigned or sub-contracted either wholly or partially without the consent in writing of the Company.

14. Price

The price of the Goods shall be that stated in the Order. In the absence of any agreed credit terms with the Seller payment of the price shall be made by the Company within 30 days from the end of the month of the later of the invoice date or the date of the Seller fulfilling all its obligations hereunder, payment being made against a statement of unpaid invoices only.

15. Inspection

Representatives or agents of the Company shall at all reasonable times and at reasonable places be entitled to inspect any of the premises used by the Seller any work performed under this Order any Goods provided hereunder or the manufacturing facility for such goods either before after or during manufacture. No such inspection and no failure to inspect by the Company shall relieve the Seller of any responsibility or liability with respect to such work or Goods.

16. Termination

Without prejudice to any rights the Company may have the Company shall be at liberty to terminate the contract forthwith in the event:-

- 16.1 Of breach or non-observances of any of these terms and conditions by the Seller;
- 16.2 If the Seller shall become bankrupt or insolvent or go into liquidation or have a receiving order or administration order made against him or shall make any composition with its creditors. Any incidental costs incurred by the company in the termination of the contract shall be payable by the seller.

17. Governing Law

- 17.1 These terms and conditions of purchase shall be governed by and construed in accordance with English law and the parties irrevocably agree for the exclusive benefit of the Company that the Courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any suit action or proceeding arising out of or in connection with this Agreement ("Proceedings") may be brought in such Courts.
- 17.2 Without prejudice to (a) above the Seller further irrevocably agrees that any Proceedings may be brought in the Court of any country or state other than a Contracting State as defined in Section 1(3) of the Civil Jurisdiction and Judgements Act 1982 and submits to the non-exclusive jurisdiction of each of such Courts.
- 17.3 Nothing contained in this Clause shall limit the right of the Company to take Proceedings against the Seller in any other Court of competent jurisdiction nor shall the taking of proceedings in one or more jurisdiction preclude the taking of Proceedings in any other jurisdiction whether concurrently or not.

17.4 The Seller irrevocably waives (and irrevocably agrees not to raise) any objection which it may have now or subsequently to the laying of the venue of any Proceedings in any such Court as is referred to in this Clause and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgement in any Proceedings brought in any such Court as is referred to in this Clause shall be conclusive and binding upon the Seller and may be enforced in the Courts of any other jurisdiction.

18. Entire Agreement

These terms and conditions of purchase and the Order supersedes all prior agreement arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. No addition to or modification of any provision of these terms and conditions of purchase shall be binding upon the parties unless made by a written instrument signed by duly authorised representatives of each of the parties.

