

2PURE / TERMS & CONDITIONS

2pure Ltd. 46c Bavelaw Road, Balerno, EH14 7AE / +44 (0)844 811 2001 / www.2pure.co.uk / info@2pure.co.uk

1. Definitions

"Customer" shall mean the person specified as the addressee overleaf.

"Seller" shall mean 2Pure Limited.

"Goods" shall mean the goods available from 2pure's price list from time to time.

The singular includes the plural and visa versa.

References to legal persons shall include references to natural persons.

2. (a) Unless otherwise previously agreed in writing by a director of the Seller these conditions which shall apply to the Goods specified overleaf shall override any terms and conditions stipulated incorporated or referred to by the Customer whether in the Order or in any negotiations and (to the extent allowed by Law) all guarantees warranties or conditions (including any conditions as to the quality or fitness for any particular purpose) whether expressed or implied by Statute Common Law or otherwise are excluded and hereby negated.

(b) No special condition shall be effective unless the agreement has been signed by a director of the Seller.

(c) In the event of a conflict between these conditions and any other conditions such other conditions are hereby expressly excluded.

3. (a) Payment for the Goods must be made by the Customer so as to be received by the Seller at its Head Office, or if the invoice is factored, at the nominated address on the bottom of the invoice, 30 days following the date of the Invoice. For the purposes of this clause time shall be of the essence of the contract.

(b) Although it is the Seller's policy to show Value Added Tax on the Invoice there is no such reference to VAT any price shown shall be exclusive of VAT that may be chargeable.

(c) The Seller reserves the right to charge interest at the rate of two percent (2%) per month if the price specified is not paid in full within the time limit stated in subclause (a) above. Such interest shall be calculated on a daily basis from the date of the invoice until such time as payment is received by the Seller and compounded every six months.

4. (a) The legal and equitable title to and property in the Goods shall remain vested in the Seller unless and until the Customer pay all monies that are due or owing to the Seller arising under this agreement and the legal and equitable title to and property in payment in full of such amount.

(b) Until such payment as specified in sub-clause (a) above the Customer shall, if the Seller so requests in writing, store and maintain the Goods in such manner as may be required so that such Goods are clearly recognised as being the property of the Seller.

(c) The Seller and the Customer agree that if the Customer should make any new product from the Goods whether or not utilising other materials or in any way utilise the Goods so that they are incorporated into such new product the Customer hereby undertakes to assign the legal and equitable title to the property in such products ("the products") to the Seller if so

requested by the Seller (up to the full amount of the monies due or owed to the Seller) and the Customer further undertakes to do such act or thing as may be necessary to give effect to this subclause. The provisions of this Clause shall apply mutandis to any such new products.

(d) Until such times as the monies that are due or owing to the Seller have been discharged in full the Customer shall retain the Goods or any of the products as trustee of and bailee for the Goods for the Seller and the Customer shall stand in a fiduciary capacity towards the Seller.

(e) During such time as the above provisions apply the Customer may sell the Goods or the Products to a third party in the normal course of carrying on the Customer's business and deliver them to any third party on condition that the Customer shall assign and transfer to the Seller any debt or claim which the Customer may have against such third party as a result of such delivery and the Customer undertakes to do such act or thing as may be necessary to give effect to the provisions of this Clause.

(f) If the Customer shall remain in default in respect of any payment which is due to the Seller hereunder within the time limit specified under Clause 3 (a) hereof the Seller shall be relieved from this obligation to supply any Goods or services to the Customer whether arising under this agreement or any other contract but without prejudice to any rights of the Seller whether arising under this agreement or some other contract and in particular without prejudice to the rights of the ownership of the Seller under Clause 4 (a) hereof.

(g) During such time as the Goods are in the possession of the Customer but at such time as title to and property in the Goods is vested in the Seller in accordance with sub-clause (a) above the Customer shall indemnify and keep indemnified the Seller against all loss expenses and damages howsoever arising out of or in connection with the Goods and during such time this contract shall be a contract of bailment.

5. Any price for the Goods which may have been indicated is strictly "Ex-Works" and may have been varied in an upward direction by the Seller in accordance with market conditions at the date of actual supply and the Customer shall pay the full price specified on the Invoice. Without prejudice to the generality of the foregoing the price may have been increased due to costs of transport or labour or materials or outside suppliers.

6. Although the Goods have been described the Goods delivered by the Seller hereunder shall be deemed to correspond with their description if they correspond with the sample which may have been produced and examined by the Customer.

7. The description given of the Goods has been given by way of identify and the use of such description shall not constitute a sale by description.

8. Notwithstanding that a sample of the Goods may have been exhibited to and inspected by the Customer it is agreed that such sample was

exhibited and inspected solely to enable the Customer to judge for himself the quality of the bulk and not so as to constitute a sale by sample under this contract. The Customer shall take Goods at its own risk as to their corresponding with such sample or as to their quality condition or sufficiently for any purpose.

9. The Seller shall not be responsible for the quality or fitness of the Goods for any purpose but the Customer must take them on his own judgement as the result of examination.

10. The Customer shall be bound to accept delivery of the Goods if they are delivered or made available for collection by him within a reasonable time from the date of the Invoice but the Seller shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery.

11. The Goods may be delivered to the Customer at the Customer's address or any other place nominated by the Customer but strictly upon condition that from the time of despatch from the Seller's works the risk of any loss or damage or deterioration of the Goods from whatsoever cause and all similar risks whatsoever shall be and are borne by the Customer.

12. The Customer shall inspect the Goods immediately on receipt and sign the Carrier's delivery note should any damage be evident. The Customer shall further within the number of days stated below for each category after such receipt give notice in writing to the Seller of any matter or thing by reason of which alleged that the Goods are not in accordance with the Contract. If the Customer should fail to give such notice the Goods shall be deemed to be in all respects in accordance with the contract and the Customer shall be bound to accept and pay for the same accordingly. The time limits are:

(a) Alleged damage in transit 3 days after delivery of the Goods.

(b) Alleged non-delivery of whole or part 7 days after receipt of the Invoice.

13. In all cases the Seller shall not be responsible for loss damage or injury of any kind whatsoever to any property howsoever caused (Whether directly or indirectly) arising out of or in connection with the Goods supplied or otherwise.

14. To the extent that any loss damage or injury is not due to any negligence on the part of the Seller, the Seller shall not be responsible for or liable for any damage injury or loss howsoever caused or arising to either people or property whether (directly or indirectly) arising out of or in connection with the use or supply of the Goods or otherwise.

15. The Customer acknowledges and confirms that it is acquiring the Goods exclusively for use in its business (and not as a consumer) and that these terms have been freely entered into by it.

16. In the case of partial completion of an order the Seller shall be entitled to a quantum meruit

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payment in respect of all work done by it and all goods supplied by it.

17. The Seller reserves the right to sub-contract the fulfilment of this agreement or any part thereof.

18. Conditions of sale

18.1 The Buyer hereby accepts that it is a continuing condition of the sale (breach of which shall be a breach of this contract whenever it occurs) that the Buyer shall not:
18.1.1 re-sell or otherwise dispose of the Goods to any purchaser other than to: 18.1.1.1 a Consumer, or
18.1.1.2 a retailer who trades with the Seller under terms which are the same as these Conditions in all material respects, except with the prior written authority of the Seller and subject to the same conditions (*mutatis mutandis*) as in this clause 18 which shall be enforceable against the purchaser by the Seller;
18.1.2 sell the Goods through any outlet other than retail premises whether by physical sales or orders received at such premises or through a website which at all times clearly states the actual and trading names and the retail address of the Buyer;

18.1.3 alter, re-package or re-label the Goods or sell the Goods for alteration, re-packaging or re-labeling;

18.1.4 sell the Goods via auction on eBay; or

18.1.5 sell the Goods under any other name or trademark than that applied to the Goods by the Seller.

18.2 The Buyer shall offer the Goods for sale only through retail outlets the full postal address of which has been notified in writing to the Seller.

18.3 Without the Seller's prior written consent, the Buyer shall not, directly or indirectly, sell or make available any Goods to any person, entity, firm or company in any place outside the European Economic Area and Switzerland or to any person, entity, firm or company that the Buyer knows, or in the exercise of reasonable judgement should know, intends to offer, sell or deliver any such Goods outside the European Economic Area and Switzerland. The buyer acknowledges that they are only entitled to sell outside of the UK to the EU and Switzerland whereby the product is compliant with the relevant legislation.

18.4 The Buyer acknowledges that any sale of Goods outside the European Economic Area and Switzerland contrary to clause **18.3:18.4.1** will be a material breach of these Conditions for which the Seller shall be entitled to terminate the Contract with immediate effect and refuse all future Orders from the Buyer; and
18.4.2 may be an infringement of one or more trade marks in respect of which the relevant trade mark owner will be entitled to commence infringement proceedings seeking an injunction, delivery up of any infringing Goods, account of profits, compensation and costs.

18.5 The Buyer agrees to perform its obligations, and accepts its responsibilities and liabilities, as set out in the Schedule to these Conditions. If and to the extent of any inconsistency or conflict between the Conditions and the

Schedule, the Schedule shall take priority for the purposes of construction.

19. If the Customer shall be in wilful default in or commit a serious breach of any of his obligations to the Seller or if any distress or execution shall be levied upon the Customer its property or assets or if the Customer shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy or suffer any like process or it being a company any resolution or petition to wind up such company's business shall be passed or presented or if a Receiver shall be appointed over all or any of the Customer's assets the Seller shall have the right forthwith to determine any order or contract then subsisting, but without prejudice to existing claims.

20. The Seller shall have the right to terminate this agreement by 7 days notice in writing to the Customer if the Customer shall be in breach of any of its obligations hereunder, but without prejudice to existing claims.

21. In the event of war invasion act of foreign enemy hostilities, civil war, rebellion revolution, fire, floods or explosions the Seller shall be relieved of liabilities incurred under this Contract to the extent to which the fulfilment of such obligations is prevented frustrated or impeded as a consequence (directly or indirectly) of any raw materials or materials or of any other matter, strikes, lockouts break-down of any plant or any other cause (whether or not of a nature) beyond the Seller's control.

22. Should any clause or provision of this agreement be held void invalid or inoperative such decision shall not affect any other clause or provision hereof and the remainder of this agreement shall be as effective as though such void invalid or inoperative clause or provision had not been contained herein.

23. This agreement shall be governed by and constructed in accordance with the Laws of Scotland and the Scottish courts shall have exclusive jurisdiction to determine all matters arising out of this contract.

24. All discounts over and above trade terms are subject to normal payment periods. If for any reason other than one agreed with the Seller payment has not been received after 60 days since date of Invoice has elapsed all discounts over and above trade price will be revoked and re-invoiced after such period 3 (c) will be Invoiced.

25. In addition and not excluding the above terms and conditions, by signing the Account Application for a credit account you agree to the following Terms & Conditions relating to the Retention of Title on supply of all products by the Seller:

(a) Legal title to the goods shall remain with the Seller until such time as the company has received payment of the purchase price of the goods and the purchase price of any other goods or services previously or subsequently

pass to the Customer. Whilst ownership and legal title remain with the Seller, risk in the goods will pass to the Customer on delivery. The Customer will ensure that an adequate all risk insurance is taken out on the goods and in the event of loss or damage of the goods the Customer shall hold all proceeds of such insurance claims as trustee for the Seller.

(b) In the event of any sale/disposal of the goods by the customer, the proceeds of sale shall belong to the Seller to whom the Customer shall account on demand.

(c) The Customer's power of sale of the goods will cease in the event of the following:

1. Upon written notice from the Seller following the default in payment by the Customer of any invoiced amount more than 14 days overdue.

2. Automatically upon the appointment of a receiver over the assets or undertaking of the Customer upon a petition for bankruptcy or committing any act of bankruptcy or in the event of the Customer calling a meeting or making arrangements with creditors or in the event of a voluntary arrangement

(d) In the event of the sale of the business to a third party no sale or transfer of stock can be made without the Seller prior written agreement. This clause is only applicable where an outstanding balance of monies is owed to the Seller by the Customer.

(e) The Customer will place the goods at the disposal of the Seller, whose representatives will be entitled to enter upon any premises of the Customer for the inspection or removal of such goods.

26. We will search your company details with a credit reference agency for the purpose of obtaining a credit rating. That agency will keep a record of that search and will share that information with other businesses. We will also share your payment history with that agency. We may also make enquiries about the principal directors, or proprietors, with a credit reference agency.

27. Unless otherwise stated all discount based promotions are based on the discount being taken off Level 1 / Standard Trade pricing. They are not in addition to your program pricing.