

Terms and Conditions of Sale

The following terms and conditions ("the Conditions") are the terms on which Aroma Products, consumables and services to its clients and supersedes all other terms and condition relating to the subject matter of these Conditions

1. PRICE AND PAYMENT

The price (exclusive of VAT) for the goods ("the Price") shall be the quoted price of the Seller and payment of the Price shall be made by the Buyer within 30 days of date of the invoice for the Goods. If the Price is not paid by the due date interest shall accrue both before and after judgement on the unpaid portion of the Price at the rate of 4 (four) per cent above the base rate from time to time of HSBC BANK PLC

2. GOODS

The description, price and quantity of the goods to be sold ("the Goods") shall be as set out in the approved documentation provided by seller to the Buyer ("the Proposal")

3. DELIVERY

a) Unless otherwise stated in writing any time or date for the delivery shall run from the date on which acceptance of the order is communicated to the Purchaser. Date stated for delivery that may be given is intended as an estimate only and will not be a contractual obligation and such time or other time for collection or delivery shall not be deemed to be of the essence in respect of this contract. Failure to delivery by any particular time or date will not entitle the Purchaser to cancel the contract nor shall the Company be liable for any loss or liability whatsoever or howsoever arising in respect hereof.

b) The Company shall not be responsible for any delays caused by inclement weather, through its suppliers, human error or any other factor beyond its reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as forces beyond reasonable control:-

- an act of God, explosion, flood, tempest, fire or accident;
- war, threat, of war, sabotage, insurrection, civil disturbance or requisition;
- acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any government, parliamentary or local authority;
- import or export regulations or embargo;
- strikes, lock, outs or other industrial actions or trade disputes;
- difficulties in obtaining raw material, labour, fuel, parts or machinery;
- power failure or breakdown of machinery;
- failure by the Purchaser to collect Goods or to provide safe and/or inadequate storage conditions on site.

c) Delivery of the Goods shall be deemed to have taken place upon the first point in time of any events specified in Conditions 7 (a) above. Signature of any delivery note by an agent, employee or representative of the Purchaser or by any independent person shall be conclusive proof of delivery of the Goods.

d) Without prejudice to any rights of the Company hereunder, if the Purchaser shall fail to give on or before the agreed date for delivery all instructions reasonably required by the Company and all necessary, licences, consents and authorities (which the Purchaser is obliged under conditions or law to obtain) for forwarding the Goods or shall otherwise cause or request delay, the Purchaser shall pay to the Company all costs and expenses incurred arising from such delay.

e) Unless otherwise stated in writing the Company shall be entitled to make partial delivery or deliveries by instalments and if requested by the Purchaser to arrange carriage, to determine the route and manner of delivery of the Goods at their own discretion and shall be deemed to have the Purchaser's authority to make such contract or agreement with any carrier as to the Company may seem reasonable and prudent. If the said route sea transit the company shall not be obliged to give the Purchaser any specific notice. The Company will, however, at the request of the Purchaser and at the Purchaser and at the Purchaser's expense, arranged marine insurance of the Goods and report shipment of the Goods to the insures but shall not under any liability whatsoever for any error in complying with such request or omission in request of the same.

f) If the company is prevented from making delivery of the Goods or any part thereof on the agreed date of delivery by any cause whatsoever it shall be entitled at its option to cancel the contract or to extend the time for delivery by a period equivalent to that during which such delivery has been prevented. Such alterations are without prejudice to the generality of the foregoing clauses in respect of matters that are outside the Company's control.

g) Where delivery of the Goods is made in instalments, each instalment shall be constructed as constituting a separate agreement to which all the provisions in the Conditions shall apply.

h) If the Purchaser has been notified by the Company of the Company's ability to supply the Goods and a collection date has been notified to the Purchaser in writing any Goods which remain on the Company's premises after the said collection date due to the failure by the Purchaser to take delivery on the agreed dates and times will be held by the Company solely at the Purchaser's risk and expense. This is without prejudice to the generality of the foregoing the Company may charge the Purchaser for the reasonable cost of storage and insurance in respect of the same in addition to the Company's rights to charge for payment for work carried out, material used or ordered and any other additional costs incurred by the Company howsoever and where-so-ever arising in respect thereof.

i) No title of any good, material or work done (including, for the avoidance of doubt, any Intellectual property rights including copyright) shall pass to the Purchaser from the Company until payment in full has been received by the Company of the purchaser price any related costs or charges applying in accordance with these conditions.

4. CARRIAGE

The Company will arrange carriage of Goods if requested to do so by the Purchaser. However, the Purchaser is entitled to collect or arrange their own carriage at a time suitable to the Company.

If requested by the Purchaser, the Company will endeavour to meet special delivery requirements subject to any additional costs being incurred thereby being borne by the Purchaser.

If an unsuitable carriage option is selected at check out, the Company reserves the right to amend to the correct charge without notice to the customer.

5. ACCEPTANCE

The Buyer shall be deemed to have accepted the goods if they have not been rejected or discrepancies detailed by fax within 72 hours after delivery. The Buyer shall not be entitled to reject the goods in whole or in part after such date.

6. CANCELLATION/SPECIAL ORDERS

The company shall be entitled to full indemnity for all costs, losses and expenses incurred upon the Purchaser cancelling any special order that the Company has accepted. Special Orders accepted by the Company may not be cancelled by the Purchaser without the Company's prior written consent and in the event of such consent being given, the company reserves the right to charge a cancellation fee as a condition thereof. Special Order Goods may not be returned after dispatch by the Company to the purchaser without prior written consent of the Company and in the event of the company giving such consent (subject to the Goods not having deteriorated, depreciated or have been damaged) the Company reserves the right as condition of such consent to charge a restocking fee equivalent to 15% of the purchase of the Goods.

7. RETURNS

The Purchaser has a statutory right to cancel their order and receive a full refund on any mail order purchaser with the exception of Special Orders. To cancel, the Purchaser must send for the original or copy invoice along with full written reasons for return, such written reasons and invoice to be received by the Company within seven days of the Purchaser receiving the said Goods. All returned Goods must be returned in the original packaging. The Company accepts no liability whatsoever for Goods return to it in any other circumstances and such Goods that are returned in breach of these Conditions will be sent at the Purchases will be sent at the Purchase's risk and expense and the Purchases shall indemnify the Company in respect of any storage, carriage or any other charges paid or incurred by the Company in connection with the wrongful return of such goods.

9. TITLE AND RISK

The goods shall be at the risk of the buyer following delivery. Notwithstanding delivery title in the Goods shall not pass to the Buyer until the Seller has made payment of all sums owing to the Buyer. Until such time as the goods passes to the Buyer the Seller shall have the right to repossess or otherwise recover the Goods

10. LIMITATION OF LIABILITY

Save in respect injury or death due to the negligence of the Seller shall not be liable to the Buyer in respect of any loss suffered by the Buyer due to any defect in the goods. Without prejudice to Condition 6, the Seller shall not be liable to the Buyer or third party loss of profit, consequential or other economic loss suffered by the Buyer arising in any way from this agreement.

Save in respect of personal injury or death due to the negligence of the seller the liability of the seller under these Conditions shall not exceed the Price.

In the event of termination of this agreement by either party, awarded the whole or part of this contract as a result of such termination, agrees to purchase any stocks held by the seller which are for the sole use of the buyer. The rates charged to the Buyer shall be those governed by this agreement.

In the event of such termination, any transport costs incurred by the Seller in removing and re-distributing goods to third party storage must be met by the Buyer or his appointed agent.

11. FORCE MAJEURE

The Seller shall not be liable for any default due to any beyond the reasonable control of the seller including, but not limited to, Acts of God, war, civil unrest, riot, strike, lock-out, military authorities, fire flood, earthquake or shortage of supply or failure to deliver of the suppliers of the supplier.

12. GENERAL

If any or provision of these Conditions is held invalid illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be served and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with invalid illegal or unenforceable provision eliminated.

The Seller may without the consent of the buyer sub-licence its rights or obligations or any part of these Conditions.

The headings in these conditions are for ease of reference only and shall not affect the interpretation of any of the conditions.

13. ENTIRE AGREEMENT

Each of the parties agrees that save in respect of statements made fraudulently it shall have no remedy in respect of any untrue statement upon which it relied in entering this Agreement and that its only remedies shall be for breach of contract.

14. GOVERNING LAW AND JURISDICTION

This agreement shall be governed by the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the Courts of England and Wales.

15. RIGHTS OF CONSUMER

Nothing in these Conditions shall affect the statutory rights of a consumer.

Please sign below to acknowledge you have read and accept the above terms and conditions.

Name: _____ Signature: _____

Date: _____