



CHURCH & DWIGHT UK LTD

STANDARD TERMS AND CONDITIONS OF SALE

1. GENERAL

1.1 In this document the following words and phrases shall have the following meanings unless the context requires otherwise:-

"the Company" means Church & Dwight UK Ltd.

"the Contract" means the Contract made between the Company and the Customer for the supply of the Goods comprising the terms set out herein.

"the Customer" means any company, firm or individual or any agent thereof with whom the Company has contracted.

"delivery" shall mean the occasion upon which the Goods are collected from the Company's premises by or on behalf of the Customer or the occasion upon which the Goods are unloaded at the Premises following transportation by or on behalf of the Company as the case may be.

"the Goods" means the products, goods, or other items supplied by the Company to the Customer.

"the Premises" shall mean the address of the Customer to which the Goods are to be delivered.

"Special Term" shall mean any special term additional or supplemental to these Terms agreed in writing between the parties.

1.2 In the event of any conflict between any Special Term and these Terms the Special Term shall prevail.

2. PRICE

In the absence of any indication to the contrary the price quoted is ex-works inclusive of transportation to the Premises and exclusive of VAT which shall be chargeable in addition upon the supply of the Goods.

3. DELIVERY

3.1 Time or date agreed with the Customer for delivery shall not be of the essence of the Contract

Any date specified by the Company for delivery is approximate only and in the event of the Company's failure to meet such date for any reason the Company shall not be liable for any loss or damage suffered by the Customer as a result nor shall this constitute a breach or repudiation of the Contract.

3.2 The Customer shall return to the Company on each delivery the number, style and quality of pallets received by the Customer on that delivery.

3.3 Any complaints regarding shortage or damage must be notified to the Company in writing within 3 days.

3.4 Non-arrival of Goods must be reported to the Company within 14 days of despatch date.

4. PAYMENT

4.1 The Customer shall pay the price of the Goods in sterling on or before the last day in the month following the month in which delivery takes place.

4.2 All payments made by the Customer pursuant to Terms 4.1 above shall be made without any deduction or deferment in respect of any disputes or claims whatsoever and/or in respect of any taxes imposed by or under the authority of any government or public authority.

4.3 Where the Company does not receive payment of any of its invoices by the date for payment specified in Term 4.1 above interest shall thereafter accrue on the sum due and owing to the Company at the rate of 3% above the base lending rate of Lloyds TSB Bank plc calculated on a daily basis without prejudice to the Company's right to receive payment by such date.

5. LIABILITY

5.1 The Customer shall examine the products forthwith following delivery and shall notify the Company in writing within 72 hours of delivery of any defect in the products which have or appear to have occurred during transportation. In the absence of receipt of such a notice within such period the Company shall be discharged from all liability in respect of defective products where defects have occurred during transportation and would be readily apparent on examination. Subject to compliance by the Customer with these provisions the Company shall in its sole discretion repair or replace products damaged or lost during transportation arranged by it.

5.2 Written notice of any defect in material or workmanship must be given to the Company within 14 days from the date of the appearance thereof. The defective product should be returned to the Company for inspection and testing and the Company shall in its sole discretion repair or replace the defective product at its own cost and expense.

5.3 The Company shall not be liable to the Customer by reason of any representation warranty condition term or duty at common law, whether express or implied, for any consequential loss or damage (whether for loss of profit or otherwise and whether occasioned by the negligence of the Company or its employees or agents) arising out of or in connection with any act or omission of the Company relating to the manufacture or supply of the Goods.

6. PASSING OF PROPERTY AND RISK/LIEN

6.1 Notwithstanding any passing of risk to the Customer the Company retains ownership of the Goods the property in which shall not pass to the Customer and the Customer shall keep any Goods delivered to it as bailee for and on behalf of the Company until the Company has received payment of the price of all of the Goods (whether or not the Goods are delivered in instalments and some have been paid for by the Customer pursuant to these Terms) and all other sums due at any time whatsoever from the Customer to the Company.

6.2 Until ownership of the Goods has passed to the Customer, the Customer:-

6.2.1 shall insure the delivered Goods against any loss or damage with an insurance office of repute;

6.2.2 shall store the delivered Goods separately or in some other way ensure that they are readily identifiable as the property of the Company;

6.2.3 irrevocably authorises the representatives of the Company at any time and from time to time (whether or not payment is due) to repossess the Goods and for such purpose to enter any premises occupied by the Customer or where the Goods are or are thought to be (and to sever the Goods from anything to which they are attached without being responsible for any damage caused);

6.2.4 shall keep the delivered Goods free from any charge, lien or other encumbrance.

6.3 The Company (acting on its own account and not as agent for the Customer) may sell or agree to sell any of the goods in the Company's possession on such Terms as it may in its sole discretion consider appropriate.

6.4 Upon any resale of any of the Goods by the Company pursuant to the provisions of Term 6.3 if the proceeds of sale exceed the price or the balance of the price of the Goods and all other sums due to Company from the Customer the Company shall pay the excess to the Customer having deducted the cost and expense of the repossession and resale of the Goods and any damages which the Company has suffered as a result of any repudiation of the Contract by the Customer.

6.5 The Company shall be entitled to a general lien over all goods and materials of the Customer which are in the Company's possession or control from time to time for any sums due at any time whatsoever to the Company.

6.6 The provisions of Term 6.1 to 6.5 inclusive shall survive the termination of the Contract for whatever reason and in particular but without limitation termination of the Contract by the Company by the acceptance of any repudiation of the Contract by the Customer.

6.7 Risk of loss or damage of any kind to the Goods shall pass to the Customer upon delivery of the Goods.

7. PROPRIETARY RIGHTS

7.1 The sale of the Goods by the Company to the Customer does not confer any right or licence upon the Customer to use, exploit or otherwise utilise any intellectual property rights subsisting in or relating to the Goods of which the Company is the proprietor or to which the Company is otherwise entitled.

7.2 The Customer shall not alter or remove any trademark of the Company which has been applied to the Goods nor apply any other trademark to the Goods nor make any alteration to their packaging and get-up.

8. TERMINATION

8.1 If prior to the delivery of the Goods or any instalment thereof the Company has reason to believe that the Customer is unable to pay its debts or if the Customer enters into liquidation (other than for the purpose of effecting a reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the Customer under the Contract) whether compulsorily or voluntarily or compounds with or convenes a meeting of its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of a debt, or ceases for any reason to carry on business the Company may terminate the Contract forthwith by notice in writing to the Customer.

8.2 Termination of the Contract pursuant to Term 8.1 shall not affect the accrued rights of the parties in any way out of such Contract as at the date of termination.

9. ASSIGNMENT

The Customer shall not assign, transfer, sub-licence, sub-Contract or in any other manner make over to any third party the benefit and/or burden of the Contract.

10. WAIVER

No failure or delay on the part of the Company to exercise its rights under these Terms and Conditions shall be construed or operate as a waiver thereof nor shall any single or partial exercises of any right under these Terms and Conditions preclude the exercise of such rights.

11. FORCE MAJEURE

The Company shall not be in breach of the Contract if there is any total or partial failure or performance by it of its duties and obligations under the Contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes of whatever nature and any other reason beyond the control of either party. If the Company is unable to perform its duties and obligations under the Contract as a direct result of the effect of one of such reasons it shall give written notice to the Customer of such inability stating the reason in question. The operation of the contract shall be suspended during the period in which the reason continues. Forthwith upon the reason ceasing to exist the Company shall give written advice to the Customer of this fact. If the reason continues for a period of more than 30 days and substantially affects the commercial basis of the Contract the parties shall consult together for the purpose of agreeing what action should be taken in the circumstances and, if appropriate, shall negotiate in good faith to amend and modify the provisions and Terms of The Contract as necessary to escape the reason in question for the inability to perform.

Revision One: February 2007