

HAIN LIFESCIENCE UK LIMITED

STANDARD TERMS AND CONDITIONS OF SALE

1. GENERAL

These terms and conditions shall apply to all sales and no variation or purported variation (including in particular any terms and conditions in the Buyer's Contract or order form), whether before or after the making of the Contract, shall have effect unless expressly agreed to in writing by Hain Lifescience. There shall be no contract between Hain Lifescience and the Buyer until Hain Lifescience accepts the Buyer's order in writing.

2. TRANSFER OF OWNERSHIP

The property in the goods shall remain in Hain Lifescience until Hain Lifescience has received payment in full of all sums due and owing on any account by the Buyer. If the Buyer shall sell or otherwise dispose of the goods before payment in full as aforesaid has been made to Hain Lifescience, the Buyer shall in such case act on his own account and not as agent for Hain Lifescience and shall hold all monies received by him for such sale or disposal in trust for Hain Lifescience and shall on request furnish Hain Lifescience with the names and addresses of the person to whom such disposals have been made together with all necessary particulars to enable Hain Lifescience to recover any outstanding sums due from such persons. So long as the property in the goods shall remain in Hain Lifescience, the Buyer shall hold the goods as bailee for Hain Lifescience and store the goods so as to clearly show them to be the property of Hain Lifescience and Hain Lifescience shall have the rights, without prejudice to the obligations of the Buyer to purchase the goods, to retake possession of the goods (and for that purpose to go upon any premises occupied by the Buyer). No sale is made on approval or on a sale or return basis unless otherwise agreed to by both parties in writing in advance.

3. DELIVERY

Hain Lifescience shall be responsible for appointing the carrier to transport the goods to the Buyer unless otherwise arranged. Notwithstanding the above, Hain Lifescience will have fulfilled its obligation to deliver the goods when it hands over the goods into the charge of the carrier appointed either by Hain Lifescience or the Buyer at Hain Lifescience place of business. Unless otherwise arranged, the Buyer will be responsible for paying for the carriage of the goods. Any times quoted for delivery are estimates only and Hain Lifescience shall not be liable for failure to deliver within the time quoted.

4. RISK OF LOSS OR DAMAGE

Notwithstanding that the property in the goods may not have passed to the Buyer, the Buyer shall carry all risk of loss and damage to the goods from the time when the goods are delivered to the carrier for transmission to the Buyer, which event shall constitute delivery to the Buyer.

From when the risk of loss and damage to the goods commences to be carried by the Buyer until Hain Lifescience is paid in full for the goods, the Buyer shall: (i) indemnify and keep indemnified Hain Lifescience, against all loss of and damage to the goods and against any reduction in the resale value thereof below the price to be paid therefore by the Buyer; (ii) Insure and keep insured the goods in an amount at least equal to the price to be paid therefore by the Buyer; and (iii) hold upon trust for Hain Lifescience absolutely all proceeds of such insurance.

5. PRICES

Unless otherwise agreed in writing, all prices shall be exclusive of VAT and any other applicable taxes or duties and the cost of any import or other licenses or clearances. Unless otherwise stated, the price is ex-works at Hain Lifescience premises.

6. TERMS OF PAYMENT

Payment is due thirty days after date of invoice unless otherwise stated by Hain Lifescience. The Buyer shall pay Hain Lifescience interest on overdue payments calculated on the day to day balance at a rate of interest equal to that from time to time payable by Hain Lifescience on overdraft borrowings. Such interest shall be payable on demand and may be charged and added to the balance of overdue payments, and thereby compounded, from time to time as Hain Lifescience may determine. A statement from Hain Lifescience as to the rate of interest applicable under this paragraph shall be conclusive. Nothing in this clause shall be taken as limiting Hain Lifescience rights under clause 8.

7. WARRANTIES

Hain Lifescience warrants that at the time of delivery the goods will be free from defects in materials and workmanship and will conform to Hain Lifescience applicable specifications (including without limitation, any sample(s) supplied by Hain Lifescience and agreed to by Buyer). If at such time there shall be any such defects or the goods do not conform as aforesaid, Hain Lifescience shall at its option, either repair or replace the goods or issue credit to the Buyer, provided that: (i) Hain Lifescience is notified in writing within seven days of the discovery of any such defects by the Buyer after receipt of shipment; (ii) the relevant goods are promptly returned to Hain Lifescience at the cost of the Buyer; (iii) examination of such goods by Hain Lifescience shall disclose to its satisfaction that the defect or failure to conform to the specification existing at the time of delivery or otherwise were not in compliance with the Warranty at paragraph 2 above, and in particular that the goods shall not have been affected by mis-use, neglect, accident, improper storage, installation or handling or by repair or alteration not affected by Hain Lifescience; and (iv) the Buyer shall pay to Hain Lifescience the cost (as stated by Hain

Lifescience) of any examination of the returned goods as a result of which Hain Lifescience does not admit liability. For the avoidance of doubt (and without limitation) Hain Lifescience shall not be liable for any defect which is due to accident, fair wear and tear, negligent use, tampering, improper handling, improper use, improper operation or improper storage or any other fault on the part of any other person other than Hain Lifescience.

Hain Lifescience liability for any claim for any loss or damage arising out of or in connection with or resulting from the manufacture, sale, delivery, resale, replacement or use of any of the goods shall in no case exceed the price paid by the Buyer to Hain Lifescience for the goods which give rise to the claim. In no event shall Hain Lifescience be liable for any loss of profits or special or consequential damages suffered by the Buyer including interest charges. Nothing contained in this paragraph shall by implication create any liability or obligation on the part of Hain Lifescience or effect or diminish any disclaimer or liability elsewhere contained herein.

The Buyer shall not reject any goods or cancel or purport to cancel the Contract or any part of it because of an alleged default unless and until Hain Lifescience shall have failed to correct such alleged default within thirty days or written notice specifying the default.

8. DEFAULT BY BUYER

Hain Lifescience shall have the right to terminate the Contract if circumstances arise which make it impossible for the planned work to be carried out, or if the Buyer ceases to pay its debts in the ordinary course of business, cannot pay its debts as they become due for whatever reason, or becomes bankrupt or goes into liquidation. Under these circumstances Hain Lifescience will be entitled to charge for work already carried out (whether completed or not) and materials purchased for the Buyer, such charges immediately become due for payment. In the event Hain Lifescience exercises any rights it may have to stop goods in transit because of the Buyer's financial condition, Hain Lifescience may at its option resell such goods at public or private sale without notice to the buyer and without affecting Hain Lifescience rights to hold the Buyer liable for any loss or damage caused by the breach of Contract by the Buyer.

9. MISCELLANEOUS

The Buyer shall indemnify Hain Lifescience against all damages, penalties, costs and expenses to which Hain Lifescience may become liable as a result of the supply of goods in accordance with this Contract which involves the infringement of any patent, registered design, copyright, trademark of trade name or other rights of confidentiality of information or industrial, commercial or intellectual property, or any claim arising from such infringement.

Hain Lifescience shall not be liable for damages or loss of whatever nature or in respect of indemnity claims by other parties arising from delay or interruption caused by: acts of God, legislation, war, fire, flood, drought, failure of power supply, strikes, lockouts, trade disputes, breakdowns, accidents, sickness, failure of external services, or any other circumstances beyond the control of Hain Lifescience. The Buyer shall not assign or transfer or purport to assign or transfer to any other person the Contract or the benefit thereof without the express written approval of Hain Lifescience.

This Contract supersedes all prior representations, arrangements understandings and agreements between the parties hereto relating to the subject matter hereof and sets forth the entire complete exclusive agreement and understanding between the parties relating to the subject matter hereof. No party has relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in this agreement.

This Contract shall be governed by and construed in accordance with English law and each party agrees to submit to the non-exclusive jurisdiction of the Courts of England as regards any claim or matter arising out of this Contract.