the secrets of caledonia

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marketing@tsocaledonia.co.uk

Terms and Conditions.

STANDARD TERMS OF SALE

1. SPECIFICATION OF GOODS
1.1 Save as specified in writing in the order form materials and manufacture of the goods are at the discretion of The Secrets of Caledonia Ltd.
1.2 The suitability of the goods for any particular purpose is at the Customer's risk unless stated explicitly in the order form.
1.3 The Secrets of Caledonia agrees to deliver goods of satisfactory quality as stated in the order form.

2. QUOTATIONS
2.1 All quotations are valid for 30 days from the date of issue and are subject to changes in raw materials costs. Unless shown, prices quoted exclude VAT at prevailing rates and delivery.

3. PAYMENT
3.1 First-time orders must be paid for in full before delivery on receipt of the invoice from The Secrets of Caledonia ('pro-forma invoice') unless otherwise agreed in writing in the order form. V.A.T., where applicable, is payable at the rate current at the date of the invoice on goods and services supplied by The Secrets of Caledonia, whether or not included in the order. Delivery charges, where applicable, are payable at the rate current at the date of the invoice on goods and services supplied by The Secrets of Caledonia, whether or not included in the order.

3.2 The parties may agree to open a credit account from the second order onwards. Credit account holders will receive a **Commercial Invoice** upon dispatch of the order. Such invoices must be paid **in full within thirty (30) days** of the invoice date, unless otherwise agreed in writing. Where expressly agreed, the payment period may be extended to **sixty (60) days** from the invoice date.
3.3 When payments are not received by the due date more than two times, The Secrets of Caledonia reserves the right to switch account holders back to proforma invoicing.

3.4 A reminder will be sent when payment has not been received for goods delivered and invoiced. For outstanding payments, the Customer must pay interest on the sum outstanding from the due date for payment at a monthly interest rate of 5.0% above Bank base interest rates per annum.
3.5 Where payment has not been received for any goods delivered and invoiced, The Secrets of Caledonia reserves the right to sell any seized, returned, or surplus goods, wherever and whenever it chooses, to the value of the sum outstanding, plus interest and additional charges.
3.6 The Secrets of Caledonia's bank account details will not change during a transaction, and we will never amend our bank details via email. Please ensure to check our bank account details with us over the phone. The Secrets of Caledonia does not accept responsibility or liability if money is transferred into an incorrect account.

4. CONFIDENTIALITY
All parties shall treat any information on ingredients, processes, testing methods and test results as Confidential Information and shall not disclose or transfer the Confidential Information, or any part of it, to a third party. In addition, the receiving party will limit access to the Confidential Information to such of its employees as are necessary and shall ensure that each employee observes the conditions set out in these terms & conditions.

5. DELIVERY & LEAD TIME

5.1 Where an estimated lead time or delivery date is stated in the order form, this is intended only as a guide. Time for delivery is not a contract term and may change due to delays in production or raw material availability.

5.2 The Secrets of Caledonia Ltd does not accept liability for any delays in production affecting Customer's launch dates, advertising investments or pre-paid orders from their customers.

5.3 The Secrets of Caledonia Ltd does not accept liability for any consequential loss arising from non-delivery or delays in delivery of the goods.

5.4 The Secrets of Caledonia reserves the right to deliver the goods in instalments.

5.5 The method of carriage is at the discretion of The Secrets of Caledonia but will usually be via a courier on a plastic jerrycan or pallet. Special instructions relating to transportation, pallet specification, timed deliveries or labelling not agreed in writing in the order form must be agreed in writing between the parties. They will incur extra costs to be paid by the Customer.

5.6 Customers are responsible for giving the correct contact details and complete delivery address at the time of order.

5.7 The delivery address must be on the ground floor, be manned during our standard delivery hours of 08.00-18.00 hrs Monday to Friday for unloading/receiving goods and have no access or parking restrictions. The Customer must bear any extra cost if a Saturday delivery is required.

5.8 The Secrets of Caledonia does not accept liability for any problems arising due to damage through mishandling or incorrect storage of products by the Customer or third-party handling agents appointed by the Customer.

6. CANCELLATIONS & RETURNS

Any complaint about goods delivered, including claims to reject the goods, must be in writing and received by The Secrets of Caledonia within 5 working days from the delivery date. Liability is excluded for complaints received after this period. In the event of a claim against The Secrets of Caledonia regarding defective goods, the Company's liability shall, in any event, be limited to the cost of any defective goods—all liability for any consequential loss for whatever cause is excluded save as prohibited by law.

7. TITLE TO GOODS

7.1 Title to the goods shall remain with *The Secrets of Caledonia Ltd* until all sums due from the Customer to The Secrets of Caledonia Ltd (whether in respect of the goods or any other goods supplied at any time) have been paid in full, together with any interest and charges.

7.2 Until title passes:

- (a) The Customer shall hold the goods on a fiduciary basis as bailee for The Secrets of Caledonia Ltd and shall keep the goods in good condition, properly stored, protected, insured, and clearly identified as the property of The Secrets of Caledonia Ltd.
- (b) The Customer shall not remove, deface or obscure any identifying marks or packaging on or relating to the goods.
- (c) The Customer shall maintain the goods in a condition satisfactory to The Secrets of Caledonia Ltd and shall not affix the goods to any property or mix them with other goods in a manner that makes them unidentifiable.

7.3 If the Customer resells the goods before payment is made in full:

- (a) such resale shall be made in the ordinary course of business as the Customer's principal, and not as agent for The Secrets of Caledonia Ltd.
- (b) the Customer shall hold the proceeds of sale (including any related insurance proceeds) on trust for The Secrets of Caledonia Ltd, in a separate bank account, and shall promptly account to The Secrets of Caledonia Ltd for such proceeds up to the amount outstanding.

7.4 If the goods are manufactured, mixed, or combined with other goods in such a way that they lose their identity, title in such manufactured or mixed goods shall nevertheless vest in The Secrets of

Caledonia Ltd as security for the full payment of all sums due, and the Customer shall hold such goods on trust for The Secrets of Caledonia Ltd.
7.5 In the event of non-payment or if the Customer enters into insolvency, liquidation, or any similar process, The Secrets of Caledonia Ltd and its agents shall be entitled, without notice, to enter the Customer's premises and repossess any goods which remain the property of The Secrets of Caledonia Ltd. The Customer irrevocably authorises such entry and shall indemnify The Secrets of Caledonia Ltd against all costs, claims, damages, or expenses arising from such repossession.
7.6 Risk in the goods shall pass to the Customer on delivery. The Customer shall maintain appropriate insurance for the goods from the time of delivery until title has passed to the Customer.

8. COLOUR, CONSISTENCY & FRAGRANCE VARIATION
We will make every possible effort to maintain consistent standards. However, it is essential to note that there may be some variation in the shade of colour, consistency, and fragrance from product to product within a production run and between production batches. This is due to natural variations in the raw materials used.

9. PACKAGING PRODUCTS.
The containers will be filled to the agreed volume, plus or minus 2%, which may be less than the maximum brim-fill level.

10. STORAGE AND USE OF PRODUCTS
All The Secrets of Caledonia products are for external use only. Store in a cool and dry area out of direct sunlight and heat. All expiration date is indicated on the product labels in sealed condition, but it is highly recommended to be consumed within 6 months from opening.

11. DISCONTINUING PRODUCTS
For compelling reasons, The Secrets of Caledonia has the right to discontinue ingredients or products. Such reasons include, but are not limited to, unavailability of the raw materials which can be due to failed crop harvests, for instance. The Secrets of Caledonia endeavours to find replacing sources and suppliers for the discontinued raw materials, but as many of these are foraged or from small local farms, availability cannot be guaranteed. The Secrets of Caledonia endeavours to give the customer a 6-month notice prior to discontinuing a product.
The Secrets of Caledonia reserves the right to discontinue working with a customer as necessary.

12. INSOLVENCY
12.1 If the Customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or, being a company, is deemed to be unable to pay its debts or has a winding-up petition issued against him, The Secrets of Caledonia Ltd without prejudice to other remedies shall: 1) have the right not to proceed further with the contract or any other work for the buyer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the Customer, such charge to be an immediate debt due to The Secrets of Caledonia Ltd and, 2) in respect of all the unpaid debts due from the Customer have a general lien on all goods and property of the buyer in possession of The Secrets of Caledonia Ltd (whether worked on or not) and shall be entitled on the expiration of 14 days' notice in writing to the Customer or his successors in title to dispose of such goods or property as The Secrets of Caledonia Ltd thinks fit and to apply the proceeds towards such debts, and account to the Customer for any balance.

13. JURISDICTION
This contract is deemed to be made in Scotland. Any legal proceedings about this contract shall be pursued in the courts of Scotland.

14. GDPR

The Secrets of Caledonia requested, and we may also contact you with exciting news and emerging trends within the cosmetics and skincare industries. For information, please see our **Privacy Policy**. The Secrets of Caledonia Ltd will not share your information for marketing purposes with other companies.

The Secrets of Caledonia Ltd

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