

1. ORDER REQUIREMENTS:

- 1.1. A signed copy of the Pro Forma invoice to be sent to the Manufacturer at the following email address: orders@quint.co.za
- 1.2. All packaging and raw materials supplied by client must be provided to the Manufacturer prior to commencement of production.
- 1.3. Production will not commence until the above requirements have been fulfilled.

2. MANUFACTURING TIME:

- 2.1. Manufacturing time is 4 - 6 weeks from fulfilment of all requirements: Receipt of order; Fulfilment of Packaging & Ingredient requirements; Receipt of required payment. Please note Manufacturing time is calculated from receipt of completion of all the above, and therefore from receipt of final outstanding of any of the above.
- 2.2. Manufacturing time on import or specially manufactured items are subject to lead times from suppliers.
- 2.3. Manufacturing time may be extended due to production requirements / orders in system. This will be communicated with submission of Pro Forma invoice or any time thereafter.

3. PAYMENT TERMS:

- 3.1. Unless arranged otherwise, payment is 100 % as confirmation of order.
- 3.2. Any outstanding amounts will be charged at prime + 7.5 %
- 3.3. Banking costs of cash payments and international transfers into bank accounts will be payable by the client.
- 3.4. Should an order be urgent and required prior to normal delivery time, a 50 % surcharge will be added to the order value.
- 3.5. No cheque payments will be accepted.

4. DELIVERY AND COLLECTIONS:

- 4.1. Please note that Quintessence Collections does not deliver orders under any circumstances.
- 4.2. Upon completion of order, an email will be sent stating that it is ready.
- 4.3. Collection is to be organised by the client, during normal business hours.
- 4.4. If required, Quintessence can quote delivery via courier. Payment for courier services is required up front, prior to dispatch of order.
- 4.5. All Collections done on behalf of clients, whether from their allocated suppliers or from their own premises required for the execution of orders or otherwise will be charged, and only done if they fall within the normal scope of operations.

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- 4.6. Quintessence Collections will only accept liability for breakages in the following instances:
- 4.6.1. If courier is organised and paid by Quintessence Collections
 - 4.6.2. If claims are submitted within 48 hours of receipt of products
 - 4.6.3. No claims will be accepted if transport and courier is arranged by the client. In this instance, damaged goods need to be claimed from said transport company.
 - 4.6.4. In the event of damages, photos need to be submitted of the outside of the boxes, including all marking and labels, the tape used to seal the boxes, the contents of the boxes prior to unpacking, and of the damaged items.
 - 4.6.5. No claims will be accepted or processed without detailed evidence being submitted.

5. CONTRACT MANUFACTURING:

- 5.1. Orders requiring contract manufacturing on items specifically to customer requirements are subject to the following additional requirements:
- 5.1.1. A sample of production will be supplied prior to filling. Approval of this sample is required before filling of production will commence.
 - 5.1.2. All product over or under manufactured, up to 10 % of order quantity, will be delivered to and be payable by the client, pricing will be adjusted accordingly. Minimum batch sizes are either 5 kg or 25 kg, depending on product. Smaller batches are only done by agreement and will attract a surcharge per kg per product.
- 5.2. Prices are quoted on packaging size as supplied. If actual fill content varies, pricing will be adjusted accordingly.
- 5.3. Packaging & raw materials to be supplied by client: It is the responsibility of the client to ensure that all packaging & raw materials supplied are compatible, clean and of acceptable standard to be used in manufacture.
- 5.4. The Manufacturer will not accept any responsibility for product spoilage if preservative challenge testing has not been performed on final formulas by an accredited laboratory. Any changes to formulas, however small, will require the resubmission of the product for this test.
- 5.5. All testing of product will only be done upon request from the client and will be payable by the client.
- 5.6. Please ensure registration and compliance with Ad Valorem and excise registration as per paragraph 13 below.
- 5.7. All packaging, raw materials and labelling supplied must be accompanied by a delivery note stating Item quantity, Item description, Description of final item, Delivery Date, Client name, Applicable Sales order number. This delivery note is to be signed by Quintessence Collection staff upon receipt, and a copy must be retained by yourself. No responsibility for losses or breakages will be accepted if a signed copy of this document cannot be supplied upon request.

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6. PRODUCT DEVELOPMENT

Upscaling from sample batches (Typically 500 ml) to 5 kg, 25 kg and larger, might cause some changes in the final product characteristics. This must be kept in consideration on first and second runs especially of a new product

7. UPGRADE OF FORMULATIONS AND CONSULTATION FEE

All upgrades to client formulations (as supplied or purchased), sourcing of raw materials to be supplied by client or any other technical information or consultation required, will incur a consultation fee of R1250.00 per hour or part thereof.

8. EXPORT OF ITEMS:

It is the sole responsibility of the client to ensure that all requirements have been fulfilled for the export of any items.

9. FORMULATION & RAW MATERIALS

9.1. The Manufacturer uses only approved raw materials from selected and approved raw material suppliers. However, raw materials are subject to change due to their chemical components and structuring. Raw materials from natural origin are especially subject to variation in colour, olfactory profile and even viscosity This can be caused by changes in weather conditions, the area of cultivation and even the age of source. This might result in slight variations of the finished product from batch to batch. This is part of the process of manufacturing. We will endeavour to limit any variation as much as is reasonably possible.

9.2. Any variations in raw materials will result in variations in final product, especially with regards to colour. Changes might not occur immediately, but over a certain period.

10. PRODUCT EXCLUSIVITY

10.1. Formulations developed by the Manufacturer, will only be manufactured exclusively if the product is ordered at least every 3 months with an MOQ of 25L per product.

10.2. Formulations supplied and not altered or varied by the Manufacturer, will not be manufactured as is for any third parties.

10.3. It is understood by all parties that product and formulations can only be varied to a certain extend between clients. There may be similarities in products offered to different clients with regards to raw material components, fragrance, performance and composition.

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11. NON-WARRANTY

Any information supplied is done so in good faith. The Manufacturer, its associated companies, employees, and owners cannot assume any liability expressed or implied in the presentation of the data.

No information provided should be granting licence to practice any methods of compositions of matters covered by any patents. Statements made as to the capabilities or performance of any products and/or formulations are expressions of the company's expectations and may not represent facts. The user must rely on their skill and judgement in relation to the formulation.

12. CLAIMS & SHORTAGES

Any shortages, breakage or non-conformance claims have to be submitted within 48 hours of receipt of order. Claims received after this period will not be accepted.

13. AD VALOREM REGISTRATION

13.1. It is the client's responsibility to register for Ad Valorem Tax and pay the required amounts to SARS.

13.2. The Manufacturer will not accept any liability if the required registrations are not implemented by the client.

14. PRINTING REQUIREMENTS

Artwork submitted for printing needs to adhere to the following requirements:

14.1. Artwork is in Corel Draw or High-resolution PDF file format;

14.2. All Artworks must have a minimum of 3mm bleed;

14.3. Fonts should be curved and should not be closer than 2mm from the cutline;

14.4. All borders are 2mm or thicker;

14.5. NO combination of colours (E.G.: CMYK and RGB) can be used. Please ensure that only CMYK is used / selected.

15. CONTRACT PACKING

15.1. All product supplied for contract packing must be accompanied with a batch specific micro report for TMA as well as Yeast & Mould.

16. GENERAL

16.1. All orders received will be subject to these conditions.

16.2. Receipt of order serves as confirmation to agreement of these terms.

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17. LABELS

- 17.1 Labels to be supplied on rolls, Left edge leading. Core size 40 mm. Max roll width 100 mm
- 17.2 Vinyl labels to be supplied Trimmed to single labels, and extra vinyl removed.

Name & Surname: _____

Company: _____

Designation: _____

Date: _____

Signature: _____