



Distillation Agreement

When you come to Ranui Essentials to get your essential oils distilled it is important to you bring the below agreement before anything can be processed.

This agreement is dated the _____ Day of

BETWEEN: RANUI ESSENTIALS LTD (“the Distiller”)

AND _____ (“the Customer”)

The Parties agree as follows:

1. The Distiller undertakes to process into oil, lavender heads harvested and delivered to its premises by the Customer (“the Product”), and the Customer agrees to pay the distillation fees to the Distiller, on the following terms and conditions.
2. The Customer will notify the Distiller of its harvesting plans and estimated volumes for processing by the Distiller and the estimated dates. The Customer and the Distiller will co-ordinate a delivery date and time for delivery of the Product to the Distiller for processing.
3. The Customer will present to the Distiller the Product free of foreign material or any contaminants.
4. The Distiller will use its best endeavour to process the Product within the timeframe agreed by the parties. The Distiller gives no guarantee that it will process the Product on any date or by any time.
5. The Distiller will use its best endeavours to extract oil from the Product but gives no warranty or undertaking as to the quality or quantity of oil, which may be produced.
6. The Distiller is not liable for any failure to process the Product or any delays in processing or any loss of Product in the course of processing where such loss, delay or failure is caused by any backlog in the processing operation or by any equipment breakdown or malfunction or through the loss of or

interruption to the supply of electricity or other power to any part of the processing operation, unless such loss, delay or failure is directly caused by the default of the Distiller in the maintenance or operation of the processing plant.

7. The Customer acknowledges that the Distiller provides the distillation service under this Agreement for the business purpose of the Customer and that the provisions of the Consumer Guarantees Act 1993 do not apply. The Distiller's liability for any loss, delay or failure in the process, is limited to refunding the fees paid by the Customer for the distilling process.
8. The Customer may attend either personally or by nominated representative on the processing of its Product to determine the point at which the process of oil extraction ceases. However, the Distiller reserves the final rights to control and direct the process, and to draw off and retain from each charge a quality control sample.
9. The Customer is responsible for providing all containers for the reception of the product and by-product, unless otherwise arranged with the Distiller, and is responsible for the adequacy and cleanliness of the containers used.
10. The Product and processed product is always at the risk of the Customer.
11. The Customer will pay fees to the Distiller based on the number of "charges" processed in accordance with the Schedule of Fees attached. Such payment shall be made on the day of processing.
12. The Customer acknowledges that the processing plant is a hazardous area and that access to the processing premises is restricted. The Customer undertakes responsibility for supervising and ensuring the safety of all persons brought by it to the premises.
13. The Distiller may at its option require the Customer to remove the spent Product, in which case it will give the Customer reasonable notice of such requirement.

SIGNED by the CUSTOMER _____

Date: / /

SIGNED for and on behalf of
RANUI ESSENTIALS LTD _____

Date: / /