

# NEW PRODUCT DEVELOPMENT

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**GENERAL ENQUIRIES**

+ 64 (09) 969 4996  
 hello@tblc.co.nz

**OUR ADDRESS**

1-3 Argus Place,  
 Hillcrest, Auckland



Welcome to the New Product Development (NPD) journey with The Beauty Lab Collective. We are dedicated to transforming your vision into reality by crafting innovative cosmetic solutions that resonate with your brand's ethos and meet your market's needs. Our comprehensive approach ensures meticulous attention to detail, from formulation through to market analysis and brand alignment.



## Instructions

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- ✦ Where this product will form part of a range, please complete one form per product to ensure a focused development process.
- ✦ Detail is key. Provide comprehensive and accurate information to facilitate a seamless development process. We understand it can be a daunting process, so please consult your Account/Sales Manager for any clarification and assistance.
- ✦ Please read through the information summary on the following page, this is the information you will need to complete this New Product Development process.
- ✦ Where you are supplying a formulation please ensure it has a detailed Manufacturing process so we can try to adapt this as close as possible to our processes.

Please return this completed form via email (as an attachment) to your TBLC account manager with the title "New Product Development, [Your Company Name]. If you have multiple NPD forms, please attach them all in a single email.

# Information Summary

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Below is a summary of the information that will be required to complete this New Product Development form. Not all sections will be applicable to every product, as some items marked with “client supplied” are only required if non-standard steps or procedures are required to be implemented.

## ■ Description of product, including benchmarks.

Please describe your product’s unique features and where relevant, identify any product benchmarks it aims to meet or exceed.

## ■ Description of packaging & Containers

Detail the type, size, material of packaging and containers you envision for your product, including any security seals and additional packaging components.

## ■ Client Supplied Formulations

Provide any proprietary formulations you wish to incorporate.

## ■ General Product Offering & Market Information

Summarise your product’s intended market position, Time to market, estimated annual volumes, RRP and any price target information for the formulation to be developed.

## ■ Product Testing & Requirements

Outline required tests for product efficacy and safety, identify international markets and any product testing requirements within these markets.

## ■ Client Supplied Manufacturing Process

Describe any specific manufacturing processes, step by step that you’re providing that is crucial for product consistency

## ■ Product Samples

Where existing product benchmarks are to be used, TBLC requests a sample be provided. (This is not required to complete this form) however mentioning this now gives you time to organise any samples you would like us to review when developing product formulations.

## ■ Packaging Samples

Should your product’s packaging design—including containers, labels, and boxes—be finalised, kindly fill out the Packaging Trial Form. Submit the form along with the necessary packaging samples as indicated. These samples are crucial for conducting a comprehensive packaging trial to ensure compatibility and functionality and Quote Validation.



# New Product Development – Overview

Our commitment to compliance is reflected in our adherence to the New Zealand Cosmetic Products Group Standards 2017 and EC1223/2009, ensuring that products are developed in line with the highest regulatory requirements. These standards serve as our foundational guidelines, guaranteeing that all products are safe, effective, and of the highest quality.



## Brief & Product Review

Our laboratory team conducts an in-depth analysis of your product brief, ensuring every detail is considered to perfectly align our development efforts with your vision and market expectations.



## Ingredients sourcing

We research & source high-quality ingredients essential for your product formulation to our lab for our chemists to work with, this is either sent from suppliers globally or dispensed from our warehouse.



## Formulation Development, this is not included in the costs of Engagement and is a service performed at no charge by TBLC as part of our service and commitment to your project.

Our skilled chemists engage in formulating and refining your product, employing advanced techniques and innovative approaches to match your requirements. This step involves iterative formulation adjustments to achieve the desired performance, texture and stability. All formulations are developed in accordance with **New Zealand cosmetic products Group standards 2017 & EC1223/2009** (CTFA/GMP) regulatory guidelines.



## Sample Formulation

Formulation samples are prepared for initial evaluation by our team of chemists, they will be sent to your address, or pick up is available from our head office. Please indicate how you would like these to be sent on.



## Formulation Feedback & Discussion

TBLC engages in a review process with you to gather feedback. This collaborative discussion ensures the formulation precisely aligns with your expectations and product goals and allows for any required formulation adjustments up to a total of 3 revisions.



## Lab & Stability Testing

Rigorous testing is conducted to ensure product efficacy and safety. Your product undergoes stability testing, once passed a Stability certificate can be issued along with a Stability certificate of conformance.



## Product Formulation Documentation

You will be provided with an Ingredient/INCI list, Safety Data Sheet (MSDS), Specification/Certificate of Analysis (COA) and a certificate of stability confirmation.



## Packaging Trial

Upon receipt of the required packaging, TBLC will conduct a full packaging trial to ensure its compatible with your product we are formulating, compatible with our machinery. It is unlikely that we find any issues but it is important to test to ensure we don't run into any issues at the time of production.

# Non-Standard Charges

While the standard charge is suitable for the development of 95% of NPD requests we receive, there are some situations that have specific requirements that can fall outside the standard NPD process.

These additional charges are identified in the relevant sections of this form and also summarised at the end of the document. Examples where additional development costs are likely to occur:

## Certification Applied to a Formulation

Where a product needs to be made to meet a particular standard, this can require a regulatory team to be requested to make an application to one of these certification bodies, this triggers a request for additional information on individual ingredients at the request of the certification body, or sometimes tweaks to the formulations to bring them in spec of certain requirements that particular body may have. Examples of these independent certification bodies are Leaping Bunnies, Biogro, ACS, Assure Quality, Cosmos, Biorius, Natrue to mention a few.



## 3rd Party Testing

Where clients require or request independent 3rd party testing, these laboratories have associated fees & charges. Pathogen, Heavy Metals testing and SPF testing for sunscreen are all examples where additional documentation would be required along with independent 3rd party laboratory testing. Additional samples for any 3rd party lab testing will naturally incur our standard lab charges. An estimate of this cost can be provided by your account manager.



## Regulatory and Compliance Requirements

Where products are being developed for international markets, additional research, analysis, development and testing to achieve the required certification is required.



## Product Performance / Marketing Claims

This requires document preparation and additional laboratory testing/certification to ensure supporting information and test results back up any marketing claims a product wishes to make.



# New Product Development Information

## Company Information

Company Name

Company Phone

## Product Information (this will be used on your sample label)

Brand Name

Product Name

## Project Manager

Name

Phone Number

Email

## Formulation Development

**Client-supplied** formulation and/or manufacturing specification (Please refer to Section XX 5 Client-Supplied Formula Details).

The beauty lab Collective is to develop the formulation

## Sample Delivery

If you would like to pick up any product samples please indicate below, otherwise please provide a delivery address. Note we cannot deliver to a PO BOX address

Pick Up

Delivery

## Delivery Address

Address line 1

Suburb

City

Country

Postcode

# Market Information

## Market Category

Please indicate where your product will fit within the market

- |  |   |
|--|---|
| <input type="checkbox"/> Premium product for the high-end consumer with disposable income. | <input type="checkbox"/> Mid-range product with better offerings than competitors |
| <input type="checkbox"/> Price-conscious consumers.  | <input type="checkbox"/> Unknown  |
| <input type="checkbox"/> Other: <input type="text"/>                                       |   |

## Intended Sales Channels

Please select all that apply.

- |   |                                       |
|---|---------------------------------------|
| <input type="checkbox"/> SupermarketS/Grocery | <input type="checkbox"/> Chemists     |
| <input type="checkbox"/> Department Store     | <input type="checkbox"/> Online offer |

Are there brands in the sectors you have selected that you would either class as inspiration, or a direct competitor. Please list these below:

**Brand**

**Product Name**

## What is the intended RRP of your product

Proposed RRP is your intended sale price, if you have a target manufacturing price please let us know.

Proposed RRP

Target Cost Per Unit

## Target Annual Quantity

We know this may be unknown at first but if you are in talks with a buyer they may have given some indications of sector size or units sold per year of a competing product.

Annual Volume

Quantity per order

If you require assistance with volume & market estimates, TBLC can help facilitate market & product sales volume information VIA 3rd party vendors. Please speak with your TBLC account manager to organise this.

# Product Development

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We understand that describing aspects like thickness, shine, colour, smell and appearance can be challenging when developing your formulation. However, the more effort we invest in this process, the better the results will be.

What would help us with this process is to be given **benchmark** samples that represent each **specific parameter**. For example: you can provide a sample for the finished feel of the product, a sample for the thickness, a sample for the colour, and so on.

It's ok if you don't have these, we will do our best to get what you ask for on this form. This will become the ground zero sample to work from so you can explain based on that sample what you are happy with or not happy with before a revision is done.

## INFORMATION WE WILL BE REQUESTING FOR EACH PRODUCT

### Primary Function (Some examples are)

- |               |              |              |
|---------------|--------------|--------------|
| ✍ Moisturiser | ✍ Exfoliator | ✍ Cleanser   |
| ✍ Mask        | ✍ Serum      | ✍ Body Cream |
| ✍ Face wash   | ✍ Body Wash  | ✍ Treatment  |

### Skin Type (Some examples are)

- |             |                    |       |
|-------------|--------------------|-------|
| ✍ Sensitive | ✍ Normal           | ✍ Dry |
| ✍ Teen Acne | ✍ During Pregnancy |       |

### Functionality Description

Function of the formulation is important, i.e Light Absorption, Foaming, Soft Cleansing, Deep Exfoliation are functions of a formulation and the more descriptive you are the better for our team to get it right in the Research and development process.

I.e "Soft Gentle exfoliation for sensitive skin" we may choose a fine Pumice, as opposed to a "deep Exfoliation to remove dead skin" where we may use walnut shell. So descriptive words around your functionality are really helpful.

### The Parameters we will need to establish:

Sensory / Feel | Viscosity / Thickness | Colour / Clarity | Fragrance/ Smell | Taste |

For each parameter please complete descriptions/requirements that are comprehensive & descriptive as possible. Breaking down requirements into each aspect is vital for our R&D/Laboratory team for the Formulation development process.

Where appropriate please feel free to use product references and provide detailed descriptions so that we can develop samples to your specific requirements.

# Formulation

## TYPE AND CATEGORY

### Product Type

- |   |   |
|---|---|
| <input type="checkbox"/> <b>Body</b> - for use on the skin  | <input type="checkbox"/> <b>Face</b> - for use on the face            |
| <input type="checkbox"/> <b>Eyes</b> - for use around the eyes (external only)  | <input type="checkbox"/> <b>Lips</b> - for use on the lips            |
| <input type="checkbox"/> <b>Hair</b> - for use on hair (except eyelashes)   | <input type="checkbox"/> <b>Nails</b> - for use on nails              |
| <input type="checkbox"/> <b>Oral</b> - for use on teeth or the mucous membranes of the oral cavity (not to be swallowed). |   |
| <input type="checkbox"/> <b>Sunscreen</b> - for use on the skin   | <input type="checkbox"/> <b>Pet food</b> - for pet consumption only * |
| <input type="checkbox"/> <b>Pet cosmetics</b> - for pet care use i.e. shampoo, pet wash etc.                              | <input type="checkbox"/> <b>Other</b> - <input type="text"/>          |

\*(Please check with your Account Manager for our scope for Pet consumption products).

### Product Category

- Rinse-off product** – remove after application on the skin or hair.
- Leave-on product** – leave on skin or hair.
- Household product** – for domestic cleaning, air freshener, household general purposes, etc.
- Food product** - to be used for human consumption.\*
- Pet product** - for pet external use only \*



# Appearance

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Description of desired overall appearance:

E.g. Light shiny cream with yellow consistency, slightly runs when tipped to the side in a pot. (this could be a light day cream)

Or; Thick whipped look like pavlova, with a slightly pink matt finish (this could be a leave on mask)

## Appearance

## Benchmark Product (If Applicable)

Benchmark product or formula e.g. L'Oréal revita-lift anti-wrinkle advanced day cream

Brand

Product Name or Formula

Website Link

## Benchmark Product Description

Please provide a description of why this formulation / product is to be used as a benchmark Eg What you like, why it was chosen and refer to the parameters (Sensory / Feel | Viscosity / Thickness | Colour / Clarity | Fragrance / Smell | Appearance)

Benchmark Product Description

# Thickness

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Eg: I want this to be light and fluffy like whipped cream

I want this to be a rich thich cream for night

I want this to be a very light day cream but does not run when its on my hand

## Thickness/Viscosity

## Benchmark Product (If Applicable)

Benchmark product or formula e.g. L'Oréal revita-lift anti-wrinkle advanced day cream

Brand

Product Name or Formula

Website Link

## Benchmark Product Description

Please provide a description of why this formulation / product is to be used as a benchmark Eg What you like, why it was chosen and refer to the parameters (Sensory / Feel | Viscosity / Thickness | Colour / Clarity | Fragrance / Smell | Appearance)

Benchmark Product Description



# Fragrance / Smell

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Fragrance(s) - many essential oils naturally have a desired smell that we can use to gain this natural fragrant approach we can achieve in house.

The Beauty Lab Collective does not develop fragrances. We recommend the company below if you wish to develop your own fragrance or natural oil compound specific to your product.

**We Recommend working with:**

David and Yves  
 Inovaction Limited:  
[Creatyves@xtra.co.nz](mailto:Creatyves@xtra.co.nz)  
 PH +64 9 634 444

Fragrance / Smell if a natural oil. Alternatively please supply your fragrance to our lab from your supplier.  
 E.g natural oil smell like lavender, bergamont.

Supplier Information

Product Code / Sku

## Benchmark Product (If Applicable)

Benchmark product or formula e.g. L'Oréal revita-lift anti-wrinkle advanced day cream

Brand

Product Name or Formula

Website Link

# Flavors

Only applicable for Lip Balms, Oral Care and lubricants.

Flavour(s) - many essential oils naturally have a desired taste that we can use to gain this natural flavour outcome that we can input to your product from our lab. These are subject to change from batch to batch. .

If you wish to develop a flavour that will be consistent every batch, we recommend working with Pacific Flavours and Ingredients for flavour supply. Pacific Flavors & Ingredients | 16 Hannigan Dr, St Johns, 1072 | Contact Name: Ian Dorset | Email: [admin@pacific-flavours.co.nz](mailto:admin@pacific-flavours.co.nz)

Please specify here if you would like a natural flavour.  
 I.e Mint, Honey are natural ingredients that produce a flavour.

Supplier Information

Product Code / Sku

## Benchmark Product (If Applicable)

Benchmark product or formula e.g. L'Oréal revita-lift anti-wrinkle advanced day cream

Brand

Product Name or Formula

Website Link

The Beauty Lab Collective requires a sample of the benchmark products (where possible) please indicate if you are able to complete this request. Please ensure the product (where possible) is brand new, and unopened. Please courier (or deliver) to :

**Sample Delivery:** The Beauty Lab Collective

**ATTN:** [Your Account Manager's Name]

1-3 Argus Place, Hillcrest, Auckland 0627, New Zealand

# Specific Ingredients To Add Or Avoid

## Ingredients to Add

Key ingredients and any percentages to be the focus of formulation and advertising. E.g Vitamin C, Avocado oil, Argan oil, Retinol. If there is a specific % of an ingredient please note this here also.

INGREDIENTS TO ADD	PERCENTAGE / NOTES / NA
1.	
2.	
3.	
4.	
5.	
6.	

## Ingredients to AVOID

Key ingredients to avoid e.g. Triclosan, Phthalates, Parabens, Artificial colours, Palm Oil

INGREDIENTS TO AVOID	PERCENTAGE / NOTES / NA
1.	
2.	
3.	
4.	
5.	
6.	

# Claims, Marketing Statements & Specific Actions

Performance Claims or Statements on Cosmetic Labels. Any Label Claims you wish to make, OR product formulation/use/ingredients to meet the claim? – e.g.SPF 30. Made with natural ingredients, clinically proven to, etc as well as any specific product actions you would like to see.

**E.G:** Foaming while exfoliating, Brightening and lightening the skin, Collagen production and anti ageing, Deep cleanse, Peel off as one piece mask, SPF 30

**Product Claim, marketing Statement or Specific Action.**

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.
13.
14.
15.

# External Product Certifications

Please select the product certifications (if any) you wish to develop the product(s) in-line with.

\*\*Note these require application to certification bodies and will incur a regulatory charge over and above the development costs associated with NPD. Please see price indications on Page 23.

<input type="checkbox"/> Made with natural ingredients (non-certified).	<input type="checkbox"/> Made with organic ingredients (non-certified).
<input type="checkbox"/> Certified Organic (BIOGRO).	<input type="checkbox"/> Certified Organic (BIORIUS).
<input type="checkbox"/> Certified Natural (NATRUE).	<input type="checkbox"/> Certified Natural (BIORIUS).
<input type="checkbox"/> Vegan Society Certified.	<input type="checkbox"/> Choose Cruelty-free certified. (Leaping Bunny)
<input type="checkbox"/> No Animal Testing (Non Certified)	

Additional Certification(s) required (if applicable)	
Certification	Certification Certifying Organisation

# Packaging

## Product Size

Product Name	Size (mL/g/Kg)
1.	
2.	
3.	

## Primary Packaging - Primary Container

Primary packaging is the bottle, tube, tin or jar that the product is filled to. In other words, the primary packaging holds the cream, lotion, powder, gel etc. Select the primary packaging type applicable to the product.

<input type="checkbox"/> Bottle - Glass	<input type="checkbox"/> Bottle - Plastic	<input type="checkbox"/> Tube - Plastic
<input type="checkbox"/> Tube - Aluminium	<input type="checkbox"/> Containers	<input type="checkbox"/> Sachet
<input type="checkbox"/> Jerry Can	<input type="checkbox"/> Tin	<input type="checkbox"/> Syringe
<input type="checkbox"/> Stick	<input type="checkbox"/> Mould (For Bars)	
<input type="checkbox"/> Other:	<input type="text"/>	

## Primary Packaging - Closure

The closure is the cap, lids, seal etc designed to cover the container's opening, protecting the contents inside. Select the closure type applicable to the product.

<input type="checkbox"/> Cap without wadding	<input type="checkbox"/> Cap with wadding	<input type="checkbox"/> Casca seal + cap
<input type="checkbox"/> Induction seal + cap with wadding	<input type="checkbox"/> Pressure seal + cap with wadding	<input type="checkbox"/> Pumps
<input type="checkbox"/> Droppers	<input type="checkbox"/> Sprayers	<input type="checkbox"/> Triggers
<input type="checkbox"/> Other:	<input type="text"/>	

# Packaging Trial

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Once the product formulation has been developed, we will require the packaging you intend to use for a packaging trial. The components that will need to be supplied may include (but are not limited to) primary containers, seals, lids, caps, labels, product boxes, overlays and any-other associated components that play a part in getting your product ready for market.

## **SAMPLE DELIVERY**

Please download and complete the Packaging Packing Form by using the [TBLC document Downloads Page link](#) and follow the instructions provided. Please note the delivery address below:

**The Beauty Lab Collective**  
**ATTN: [Your Account Manager's Name]**  
**1-3 Argus Place, Hillcrest,**  
**Auckland 0627, New Zealand**



# Standard Charges And Inclusions

Standard charge Applies for every NPD project.	Covering Regulatory and Compliance Requirements. Standard process includes: Lab time spent on brief review, gathering ingredients, sample manufacturing, lab testing, Packaging Trial, Stability Testing and providing Ingredient/INCI list, SDS, Specification/COA, and certificate of stability confirmation.	\$1478.80 + GST
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## INCLUSIONS

NPD Product Brief Review	Evaluation and assessment of market requirements, competitive data and pricing models to Analyse product development requirements.
Material research	Research & Analyse ingredient compatibility to develop.
Sample Manufacturing	TBLC Chemists will manufacture & prepare product samples.
Laboratory Sundries	Laboratory supplies, consumables & Incidentals as required in the sample manufacturing process.
Sample Feedback and revisions	Work with you to take direction on any changes you require from trying the initial samples prepared, and preparing revised samples with advised changes to a maximum of 3 revisions.
MSDS	Development of a 12 Point Material Safety Data Sheet for shipping requirements.
Ingredients INCI list	The chemical composition breakdown of each ingredient used to develop the product, listed in order to meet label guideline requirements.
COA/ Specification	Certificate of analysis against the product specifications to establish batch requirements and parameters to ensure product constancy between batches.
Stability Testing	Product testing, including incubation at 45 degrees to predict how a product will behave throughout its shelf-life.
Stability Certificate	Certificate of stability after a successful incubation to certify shelf life.
Sample Delivery	Delivery of product samples, including courier charges.
Packaging Trial	A full trial of new packaging to help determine requirements for new tooling/parts etc.
Development Consultant	Product analysis, market research, development support and, Market & Regulatory guidance and advice.

# Non-Standard Charges

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## NON – STANDARD FORMULATIONS, INGREDIENTS AND RAW MATERIAL TESTING

Where formulations are supplied and ingredients outside of standard stockholdings are required to be used, additional lab time is needed for testing and source documentation required to meet our GMP standard.

Ingredients to add or avoid	Formula review for ingredients to add or avoid	\$80 + GST per hour
	Sample preparation & new stability test for any changes	\$80 + GST per hour

## MARKET REGULATIONS, RESEARCH, CHECKS, DOCUMENT PREPARATION.

Additional Checks – Additional Market compliance or regulatory requirements	Checking regulations for additional markets including: ingredient compliance, and additional documents such as OMAR, PET test results, CPSR, PIF, Declarations, Statements, CTC, COO, etc	\$80 + GST per hour
Additional Checks – non-mandatory compliances	Products requiring further information or checks for compliance claims, and market access such as Organic, Natural, Palm free, no animal testing, and documents for market access, etc.	\$80 + GST per hour
	Any other new compliance/certification cost – Annual charges consist of external audits, certification maintenance, QA, etc	\$80 + GST per hour

## PERFORMANCE CLAIMS & MARKETING STATEMENTS

Performance Claims or Statements on Cosmetic Labels	Requirements for internal checks or external testing	\$80 + GST per hour
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## EXTERNAL PRODUCT TESTING CHARGES

These charges are external charges that will be chargeable if they are required for certain markets in the future.

Item	Description	Cost
PET Testing	An independent test on Preservative efficacy performed by an independent laboratory	\$1320 + GST per product SKU
Heavy Metal Testing	Some markets require heavy Metal Testing for sale of goods	\$167.23 + GST
Pathagon testing	Some markets require pathogen testing for sale of goods	\$267.63 + GST
SPF Testing	Less than 15	\$1934 + GST
SPF Testing	SPF 15 – 29	\$2860 + GST
SPF Testing	SPF 30 – 49	\$3685 + GST
SPF Testing	SPF 50 or greater	\$5287 + GST
	Assay testing	
Other External Tests	External tests such as Heavy Metals test, Pathogens test, SPF test, and other external testing to validate formulas, claims, or to meet regulatory/market requirements	Extra testing cost will be invoiced to you

# Client Acknowledgment and Sign-Off

## SCHEDULE

Details of Formulation Services to be provided:

Rate/Price (if no manufacturing agreement entered into)

On signing this document you agree to pay the charges listed above for the named project –

Project name

Signed for and on behalf of  
(Company Name)

Client Signature

Client Name

Date

Project Manager Signature

Project Manager Name

Date

- ✍* Any person signing this form on behalf of the Customer warrants that they have authority from the Customer to do so.
- ✍* The Customer agrees to purchase these goods and services from The Beauty Lab Collecting (Pauling Industries Ltd) on the basis set out in the attached Terms and Conditions

# Terms and Conditions

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## 1. DEFINITIONS

**'Agreement'** means these Terms and Conditions and the Terms of Engagement Form.

**'Customer'** means the customer named in the Engagement Form, any Order or customer account application form or any invoice, and includes any person acting on behalf of and with the authority of the Customer.

**'CGA'** means the Consumer Guarantees Act 1993.

**'Engagement Form'** means the Engagement form attached to these Terms and Conditions.

**'Finished Charge'** means the formulation charge specified in the Engagement Form;

**'Finished Goods'** means any Goods in respect of which the manufacturing process has been completed;

**'Formulation Services'** means services relating to the creation, improvement or refinement of formulae of a Customer's goods or proposed goods, as described in the Engagement Form and which may be varied or added to from time to time by the parties' agreement in writing.

**'Goods'** means those goods set out in the Engagement Form made in accordance with the Specifications and other requirements of the Customer and includes such other goods as the parties may agree in writing from time to time.

**'Guarantor'** means the guarantor or guarantors named in the Engagement Form.

**'Improvement'** means any improvement, enhancement, modification, extension, or development of or to the Goods (including the procedure for manufacturing the Goods) or the Intellectual Property that is created or developed by Pauling;

**'Intellectual Property'** means all trademarks (whether registered or not), brand names, trade names, copyright, designs, patents or applications, Know How and all other intellectual property and proprietary rights in relation to the Goods, including any formulae for the Goods;

**'Know How'** means the Specifications and other processes, methods of manufacture, specifications, formulae, quality control and procedures and other technical or commercial knowledge or information known to Pauling and/or the Customer and required for manufacture of the Goods;

**'GST'** means goods and services tax payable under the Goods and Services Tax Act 1985.

**'Order'** means any purchase order, request for Goods or Services, contract for the provision of Goods or Services, invitation to tender, request for proposal or other document of a similar nature.

**'Pauling'** means Pauling Industries Limited (company number 2373504) and its successors and assigns.

**'PPSA'** means the Personal Property Securities Act 1999 as amended from time to time.

**'Price'** means the price payable for the Goods or Services as set out in clause 7 of these Terms and Conditions or, in the case of Formulation Services, the Price set out on the Engagement Form.

**'Services'** means the services performed by Pauling for the Customer from time to time as described in any Order or the Engagement Form, including Formulation Services. Each such Order shall be deemed to be assented to by the Customer and incorporated in, and form part of, these Terms and Conditions.

**'Specifications'** means the instructions for manufacture of the Goods as agreed by the Customer and Pauling from time to time.

**'Terms of Engagement Form'** means the Engagement form attached to these Terms and Conditions.

## 2. ACCEPTANCE

2.1. All Goods or Services supplied by Pauling to the Customer are supplied on the terms set out in this Agreement, unless Pauling and the Customer agree otherwise in writing. By placing an Order with Pauling, including by placing an Order through Pauling's online ordering system, the Customer accepts the terms of this Agreement despite anything to the contrary stated in the Order or elsewhere (but subject to any formal manufacturing agreement between the parties).

2.2. In the event of any inconsistency between an Order, the Engagement Form and these Terms and Conditions, the Terms of Engagement Form and then these Terms and Conditions shall prevail.

### **3. FORMULATION SERVICES**

- 3.1. Where the Customer has requested Pauling to provide Formulation Services those Formulation Services will be provided subject to this Agreement.
- 3.2. Once a formulation has been agreed, Pauling will produce a 50ml sample for the Customer's approval. If the Customer approves a sample, the Customer will not be entitled to object to the formulation of any Goods which comply with the sample.
- 3.3. Due to scientific or other constraints, while Pauling will endeavour to do so, it gives no warranty or other guarantee that a suitable formula will be developed.

### **4. MANUFACTURING SERVICES**

- 4.1. Pauling will manufacture and supply such quantities of the Goods to the Customer in accordance with orders from the Customer and this Agreement.

### **5. SPECIFICATIONS**

- 5.1. Pauling will manufacture the Goods in accordance with the Specifications and other procedures set out in the Order to ensure production of the highest quality Goods.
- 5.2. From time to time the Customer may provide to Pauling an update to the Specifications. This update may replace in whole or in part the Specifications as provided for in the Terms of Engagement Form. Pauling shall within 14 days of receipt of any such update advise the Customer if such update has any increased cost implications to Pauling, in which case Pauling shall be entitled to increase the Price accordingly. Pauling will manufacture the Goods in accordance with the new Specifications from such date as agreed between the parties.
- 5.3. In the event that the Finished Goods are not in accordance with the Specifications, then the Customer shall provide Pauling with notice (including sufficient detail of the non-compliance) requiring Pauling to, and Pauling shall, take such steps as are necessary to correct any such Finished Goods.

### **6. ORDERS**

- 6.1. The Customer will make all orders for Goods and Services in writing. Such orders must specify the quantities and delivery date of the Goods and Services, such delivery date, in the absence of agreement to the contrary, to be no less than 12 weeks from the date the Order is delivered to Pauling.

- 6.2. Each Order for Goods and Services from Pauling shall be deemed to incorporate the terms of this Agreement.
- 6.3. Orders will be deemed accepted by Pauling when accepted in writing or accepted via a purchase order acknowledgement issued by Pauling.
- 6.4. Where Pauling supplies the Customer with a bulk sample prior to manufacturing the Goods, the Customer agrees to approve or disapprove of that bulk sample within 5 working days of it being supplied to the Customer. If the Customer approves a bulk sample, the Customer will not be entitled to object to the manufacture of any Goods in conformance with the bulk sample.

### **7. PRICE AND PAYMENT**

- 7.1. All Orders will be filled at the Price stated by Pauling to the Customer in any Order confirmation sent by Pauling. If no such Price is stated the Order will be filled at Pauling's prices prevailing at the date of delivery of the Goods or performance of the Services. Pauling may by giving notice to the Customer at any time before delivery increase the Price of the Goods or Services to reflect any increase in costs to Pauling beyond the reasonable control of Pauling, or for any other reason.
- 7.2. Time for payment for the Goods or Services shall be of the essence and will be stated on the invoice, or any other acceptance of any Order provided by Pauling. If no time is stated then payment shall be due on or before delivery of the Goods or commencement of the Services as required by Pauling. At Pauling's sole discretion, payment for approved Customers shall be due on the 20th of the month following the date of the invoice.
- 7.3. Payment will be made by direct credit, or by any other method as agreed to between the Customer and Pauling in writing. Payment must be in cleared funds without set-off or deduction of any kind.
- 7.4. If full payment for the Goods or Services or of any other amount due to Pauling is not made when due, then (without prejudice to any other remedies) the Customer must pay Pauling interest on all monies overdue at a rate of 10% per month accruing on a daily basis from the date payment was due until the date of actual payment (in addition to the Customer remaining liable for the full amount outstanding).
- 7.5. The amount of any GST or other taxes and duties which may be applicable, is to be paid by the Customer in addition to any other amounts due under this Agreement except to the extent that such taxes are expressly included

in the Price or any quotation given by Pauling.

- 7.6. All prices are exclusive of freight costs and insurance charges, which must be paid by the Customer unless otherwise agreed by Pauling and the Customer in writing.

## **8. MATERIALS AND PACKAGING**

- 8.1. Pauling shall be responsible at its cost for procuring sufficient stocks of all materials specified by the Customer for manufacture of the Goods. Pauling shall ensure that such materials comply in all respects with the Specifications.
- 8.2. Where any raw materials are to be supplied by a third party or the Customer, the Customer shall ensure that all such supplies are delivered to Pauling no later than 15 working days prior to Pauling's commencement date for production or such other date as Pauling may advise from time to time.
- 8.3. Where any packaging or labelling materials are to be supplied by a third party or the Customer, the Customer shall ensure that all such supplies are delivered to Pauling no later than 20 working days prior to Pauling's commencement date for production or such other date as Pauling may advise from time to time.
- 8.4. The Customer must ensure that all packaging and labelling materials supplied to Pauling by a third party or the Customer are transported, shipped and delivered to Pauling in a clean, hygienic and tidy manner, in accordance with GMP. Pauling shall not be responsible for, or liable to anyone in respect of, any packaging or labelling materials which are not in compliance with applicable laws and/or the requirements of this clause 8.4.
- 8.5. Unless agreed in advance in writing with Pauling, all unused packaging and labelling materials supplied to Pauling by a third party or the Customer must be removed from Pauling's premises by the Customer at its cost within 10 working days of delivery of the Goods. If after 10 working days, any unused packaging or labelling materials have not been removed from Pauling's premises, and Pauling has provided the Customer with two written notices requesting collection of the packaging and/or labelling materials, Pauling may remove and dispose of the packaging and/or labelling materials from its premises at the Customer's cost. The Customer shall indemnify Pauling in relation to all costs incurred by Pauling in removing and disposing of any packaging and labelling materials.
- 8.6. Pauling shall not be responsible for any defect or delay in the provision of Goods or Services arising from any acts

of omissions of third party suppliers, whether engaged by Pauling or the Customer.

## **9. DELIVERY OF GOODS AND PERFORMANCE OF SERVICES**

- 9.1. Dates for delivery of Goods and performance of the Services are stated in good faith but are not to be treated as a condition of sale. If delivery of the Goods or performance of the Services is delayed for any reason whatsoever Pauling shall not be responsible or liable in any way to the Customer or any other party for loss resulting from that delay.
- 9.2. Delivery of the Goods shall be made to the Customer's address stated in any Order. The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 9.3. Delivery may be made in instalments and each instalment will be deemed a separate contract.
- 9.4. If delivery of the Goods or performance of the Services is delayed or cancelled for any reason whatsoever, Pauling shall not be responsible or liable in any way to the Customer or any other person for loss sustained due to such delay or cancellation.
- 9.5. Delivery of Goods by Pauling to a carrier nominated by the Customer or the Customer's address stated in the Order (whichever occurs first) shall be deemed to be delivery to the Customer. Delivery of the Services shall occur when the Services have been performed in a proper and good workmanlike manner in accordance with the particular Order pursuant to which the Services have been described or agreed.
- 9.6. Where the Customer does not take delivery of the Goods by the delivery date specified, the Customer shall pay reasonable storage costs until such time as the Customer accepts the Goods, such cost to be determined by Pauling and to be payable upon demand. Goods may be sold to defray storage costs.

## **10. RISK**

- 10.1. Risk in the Goods passes to the Customer when the Goods are delivered to the Customer or into the custody of any person acting on the Customer's behalf. Until payment in full the Customer must insure the Goods from the time of delivery for their full replacement value.
- 10.2. Risk in raw materials, packaging and labelling materials supplied by the Customer (or a third party on the

Customer's behalf) to Pauling shall be at the risk of the Customer until such time as they become intermingled with the Goods.

- 10.3. If any of the Goods are damaged or destroyed prior to ownership in them passing to the Customer, Pauling is entitled, without prejudice to any of its other rights or remedies under this Agreement (including the right to receive payment of the balance of the Price for the Goods), to receive all insurance proceeds payable in respect of the Goods. This applies whether or not the Price has become payable under this Agreement. The production of this Agreement by Pauling is sufficient evidence of Pauling's rights to receive the insurance proceeds without the need for any person dealing with Pauling to make further enquiries.

## 11. DEFECTS/RETURNS

- 11.1. The Customer shall inspect the Goods or Services on delivery and shall within two days of delivery notify Pauling of any alleged non-compliance, shortage in quantity, damage or failure to comply with the description (as applicable). The Customer shall notify Pauling within a reasonable time following delivery if the Customer believes the Goods or Services are defective in any way. If the Customer fails to comply with these provisions the Goods and/or Services shall be conclusively presumed to be in accordance with this Agreement and free from any damage or defect and Pauling shall not incur any subsequent liability whatsoever in relation to the Goods or Services.
- 11.2. For damaged Goods which Pauling has agreed in writing that the Customer is entitled to reject, Pauling's liability is limited to repairing or replacing the Goods provided that:
- a. the Customer has complied with the provisions of clause 11.1;
  - b. the Goods are returned at the Customer's cost within five days of the delivery date;
  - c. Pauling will not be liable for Goods which have not been stored or used in a proper manner; and
  - d. the Goods are returned in the condition in which they were delivered, with all packaging material.
- 11.3. Goods supplied to the Customer are not able to be returned or exchanged except as otherwise set out in this clause 10.3. Nothing in clauses 11.1 or 11.2 shall prevent a Customer to whom the CGA applies from exercising any

remedies that Customer may have under the CGA.

- 11.4. For non-complying Services, which Pauling has agreed the Customer is entitled to reject, Pauling's liability shall be limited to re-providing the Services or part thereof, provided that the Customer has complied with the provisions of clause 11.1.

## 12. WARRANTIES

- 12.1. With the exception of any express warranty given by Pauling in writing or set out in this Agreement, to the greatest extent permitted by law, no warranty or condition shall be implied against Pauling by any statute, at common law or otherwise.
- 12.2. Pauling expressly represents, warrants and agrees:
- a. to manufacture the Goods in accordance with the Specifications;
  - b. that it will comply in the manufacture of the Goods with the provisions of all Acts, regulations, by-laws, orders, directions, notices and instructions made or given by any person, body or authority acting under any Act, regulation or by-law (together referred to as 'law') relevant to such manufacture, it being acknowledged by the Customer that Pauling shall not be in breach of this Agreement if it fails to manufacture any Goods or manufacture any Goods according to the Specifications, if to do so would be in breach of any such law;
  - c. that any parts or materials used by Pauling in the manufacture of the Goods will be of the highest possible quality; and
  - d. that it shall not do anything in relation to the Intellectual Property, the Goods, or the manufacture of the Goods so as to bring the Customer, the Goods or the Intellectual Property into disrepute or otherwise adversely affect the marketability of the same.

## 13. DEFAULT

- 13.1. If the Customer defaults in payment of any invoice when due, the Customer shall indemnify Pauling from and against all Pauling's costs and disbursements including Pauling's actual solicitor's costs, the actual costs of any receiver appointed by Pauling and all associated costs of credit collection.
- 13.2. Without prejudice to any other remedies Pauling may have,

if at any time the Customer is in breach of any obligation in this Agreement (including those relating to payment), Pauling may suspend or terminate the supply of Goods or provision of Services to the Customer and any of its other obligations under this Agreement. Pauling will not be liable to the Customer for any loss or damage the Customer suffers because Pauling exercised its rights under this clause.

13.3. In the event that:

- a. any money payable to Pauling under this Agreement (or any other agreement between Pauling and the Customer) becomes overdue, or in Pauling's opinion the Customer will be unable to meet its payments as they fall due;
- b. the Customer breaches any provision of this Agreement or any Order;
- c. the Customer suffers a change of ownership or effective control or a material change in the nature of its business;
- d. the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors;
- e. the Customer no longer carries on business or threatens to cease carrying on business;
- f. being an individual, the Customer becomes bankrupt or commits an act of bankruptcy or proceedings are taken for winding-up of the Customer's affairs; or
- g. being a company, the Customer goes into liquidation or administration (whether voluntary or compulsory) or does anything or fails to do anything which would allow a receiver, manager, administrator or other similar person to be appointed or to take possession of any of the Customer's assets or which would entitle any person to present an application for winding up or is wound up or dissolved or placed under statutory management or enters into a scheme or arrangement with its creditors or any class thereof,

13.4. then without prejudice to Pauling's other remedies at law, Pauling may:

- a. cancel all or any part of any Order of the Customer which remains unperformed in addition to and without prejudice to any other remedies; and/or
- b. demand immediate payment of all or any part of any

moneys owing (whether or not then due); and/or

- c. cancel this Agreement and seek damages.

## 14. SECURITY

14.1. Legal and beneficial ownership of the Goods shall not pass to the Customer until all amounts due to Pauling (whether in relation to the Goods or otherwise) have been paid in full and in cleared funds.

14.2. The Customer acknowledges and agrees that:

- a. This Agreement constitute a security agreement for the purposes of the PPSA; and
- b. a security interest is taken in:
  - I. all Goods previously supplied by Pauling to the Customer (if any) and all Goods that will be supplied in the future by Pauling to the Customer during the continuance of the parties' relationship including, without limitation, any commingled or processed goods which incorporate the Goods and all proceeds of the Goods;
  - II. all present and after acquired property of the Customer and proceeds of sale of such property, (all together the "Collateral").

14.3. Until all moneys due to Pauling are paid, the Customer:

- a. shall not sell, charge or part with possession of the Collateral otherwise than in the ordinary course of its business;
- b. must store the Goods in such a manner that they are clearly identifiable as Pauling's property and will keep separate records in respect of the Goods;
- c. must give Pauling not less than 14 days prior written notice of any proposed change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number, or nature of business);
- d. not register a financing change statement or a change demand without the prior written consent of Pauling; and
- e. must hold the proceeds of the Collateral on trust for Pauling, in a separate and identifiable account.

- 14.4. At Pauling's request, the Customer will promptly sign and deliver (or cause to be signed and delivered) any thing that Pauling may require from time to time to give effect to this Agreement, including without limitation, doing all such things as Pauling may require in order to ensure that the security interest created under this Agreement constitutes a continuously perfected security interest over the Collateral.
- 14.5. The Customer grants Pauling (or any person authorised by Pauling) an irrevocable right to enter upon any premises where Pauling believes the Collateral are located to inspect their condition or repossess the Collateral at any time.
- 14.6. The Customer waives any right to receive a verification statement under the PPSA. Pauling and the Customer agree that nothing in sections 114(1)(a), 117(1)(c), 133 and 134 of the PPSA shall apply to this Agreement, and the Customer's rights as debtor in sections 116, 119, 120(2), 121, 125-127, 129 and 131 of the PPSA shall not apply.

## 15. INTELLECTUAL PROPERTY

- 15.1. The intellectual Property shall remain in the property of Pauling. The Customer:
- a. acknowledges Pauling's ownership of the Intellectual Property and the goodwill therein. Nothing in this Agreement shall authorise the Customer to make any use of the same except as expressly authorised by this Agreement;
  - b. shall not do or commit any act or omission whereby the right of Pauling in respect of the Intellectual Property may become prejudiced, void or voidable. The Customer shall not contradict or challenge in any legal proceedings or otherwise Pauling's proprietorship or ownership of the Intellectual Property;
  - c. will advise Pauling of any suspected infringement of the Intellectual Property by any third party. The Customer shall provide reasonable assistance in any complaint or proceedings brought by Pauling against any such third party; and
  - d. agrees and acknowledges that all Improvements developed by Pauling shall be deemed to be the absolute property of Pauling.

## 16. CONFIDENTIALITY

- 16.1. No party may reveal any information concerning this Agreement or its subject matter, including the Goods, Intellectual Property and any formulae, to any third party other than:
- a. as required by law;
  - b. in good faith and in proper furtherance of the objects of this Agreement;
  - c. to its professional advisers; or
  - d. information already in the public domain through no fault of that party.
- 16.2. Pauling and the Customer shall maintain confidentiality in the Intellectual Property and all other confidential information, trade secrets and know-how disclosed by one party to the other party.
- 16.3. Clauses 16.1 and 16.2 shall survive the termination of this Agreement.

## 17. PRIVACY ACT

- 17.1. The Customer authorises Pauling to collect, retain and use any information about the Customer for credit enquiry, marketing purposes or enforcing any rights under this Agreement.
- 17.2. The Customer authorises any person from whom Pauling requests information concerning them to release that information to Pauling.
- 17.3. The Customer understands that under the Privacy Act 2020 the Customer has the right of access to, and may request correction of, personal information held by Pauling about the Customer (for the purpose of this clause, the term 'Customer' includes any individual who is a signatory to this application).

## 18. CUSTOMER'S DISCLAIMER

- 18.1. The Customer hereby disclaims any right to rescind, or cancel this Agreement, or to sue for damages or to claim restitution arising out of any misrepresentation made to it by any servant or agent of Pauling and the Customer acknowledges that it buys the Goods or Services relying solely upon its own skill and judgement and that Pauling shall not be bound by nor responsible for any term, condition, representation or warranty to the greatest extent permitted by law.

## 19. LIMITATION OF LIABILITY AND INDEMNITY

- 19.1. The Customer agrees that where the Goods or Services are supplied to it for business purposes in terms of sections 2 and 43 of the CGA, the provisions of the CGA do not apply to the supply to the Customer.
- 19.2. Subject to the limitations of liability contained elsewhere in this Agreement, Pauling's liability in relation to the supply of Goods, the Goods themselves, or the provision or performance of the Services is limited to the Price of the Goods or Services in respect of which such liability arises. Pauling has no further liability or responsibility for any direct, indirect or consequential injury, loss or damage (including loss of profit) whatsoever and however arising provided that this clause shall not prevent a customer who is entitled to from exercising any remedies that the Customer may have under the CGA.
- 19.3. The Customer indemnifies Pauling against any liability for any direct, indirect or consequential loss or damage arising out of any act or default or omission of, or any representation made by the Customer, or any employees or agents of the Customer.

## 20. GUARANTEE

- 20.1. In consideration of Pauling supplying the Goods and Services to the Customer at the Guarantor's request, the Guarantor (and if more than one Guarantor, jointly and severally) guarantees payment upon demand of all moneys owing by the Customer from time to time to Pauling.
- 20.2. The Guarantor agrees and acknowledges that as between Pauling and the Guarantor, the Guarantor is liable as principal debtor(s) and the Guarantor's liability shall not be abrogated, prejudiced or affected by the giving of time or any other act that would otherwise release the Customer from strict compliance with its obligations to Pauling.
- 20.3. The Guarantor agrees and acknowledges that the Guarantor's guarantee is an irrevocable and continuing guarantee and shall remain in full force and effect until all amounts owing by the Customer to Pauling have been paid in full and that this guarantee may be enforced against the Guarantor without Pauling first having recourse to any other securities or guarantees it may have now or in the future.
- 20.4. As an additional, joint and several liability under this guarantee, the Guarantor indemnifies Pauling against any loss, cost or damage suffered or incurred as a result of non-

payment of any amount by reason of any obligation of the Guarantor's being void, voidable, illegal or unenforceable for any reason whatsoever. The Guarantor agrees to pay, upon demand, Pauling's costs (including on a solicitor/client basis) and expenses in enforcing the Customer's obligations to Pauling or this guarantee.

## 21. GENERAL

- 21.1. If any provision of this Agreement shall be invalid, void or illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 21.2. No representation, warranty or variation of this Agreement shall be binding on Pauling unless it is in writing and signed by Pauling.
- 21.3. The provision of Goods or Services by Pauling is subject to the laws of New Zealand and Pauling takes no responsibility for changes in the law which affect the Goods or Services provided.
- 21.4. Neither party shall be liable for any default under this Agreement due to any act of God, terrorism, war, strike, lock out, industrial action, flood, storm or other event beyond the reasonable control of either of the parties.
- 21.5. The Customer shall not set off against the Price amounts due from Pauling.
- 21.6. Pauling may assign, license or sub-contract all or any part of its rights and obligations under this Agreement without the Customer's consent. The Customer may not assign all or any part of its rights and obligations under this Agreement without Pauling's consent.
- 21.7. Pauling reserves the right to review these Terms and Conditions at any time and from time to time. If, following any such review, there is to be any change in such Terms and Conditions, that change will take effect from the date on which Pauling notifies the Customer of such change.



THE  
**beauty lab**  
COLLECTIVE



**Pauling**INDUSTRIES  
FORMULATING | MANUFACTURING | PACKING