

# CRISTEL - GENERAL TERMS AND CONDITIONS OF SALE

## PREAMBLE

These terms and conditions of sale, hereinafter referred to as the «GCS», are in accordance with the provisions of the French Commercial Code and the commercial practices of the profession in force for the sale of kitchenware, tableware, household articles and related activities.

## ARTICLE 1 - SCOPE

These GCS apply to the contractual relationship between CRISTEL, hereinafter referred to as «CRISTEL» and the client company, hereinafter referred to as «the Buyer». They are systematically sent or issued to each Buyer and printed on the commercial documents: price list, order form. Consequently, by placing an order, the Buyer agrees fully and unconditionally to these GCS. No particular condition may, unless formally accepted in writing by CRISTEL, prevail over the GCS. No condition to the contrary imposed by the Buyer shall, therefore, in the absence of express acceptance, be unenforceable against CRISTEL, regardless of when it may have been brought to its attention. The fact that CRISTEL does not avail itself at a given time of any of these GCS cannot be interpreted as a waiver of the right to avail itself of any of the said conditions at a later date. Similarly, the invalidity of any one of the clauses of these terms and conditions shall not affect the validity of the other clauses. The prices, information and specifications featured in catalogues, circulars, brochures, technical data sheets or other documents are given for information purposes in these documents and can in no way be considered as binding offers. CRISTEL also reserves the right at any time and without notice to make any changes or improvements to any product that it deems necessary, without the Buyer being able to claim any prejudice whatsoever. In accordance with the Durtreuil circular, CRISTEL shall be entitled to draw up, if necessary, GCS differentiated for each category of buyer. The Buyer, in accordance with article L.442-6, 6th paragraph of the French Commercial Code, is obliged to respect the exclusive or selective distribution agreements entered into with local partners.

## ARTICLE 2 - ORDERS

### 2.1 - Order

Orders are only validated subject to acceptance by CRISTEL. Any order accepted by CRISTEL shall be deemed to be an acceptance by the Buyer of CRISTEL's offer. The Buyer is also deemed to be validly bound as a result of the actions of its employees.

### 2.2 - Cancellation or modification of an order.

The order represents the acceptance of the offer by the Buyer and, in accordance with common law, is binding. The Buyer may not withdraw or cancel it for any reason whatsoever. All payments made at the time of order are a deposit, definitively made to CRISTEL. Changes and additions to the order, in particular concerning delivery times, quantities or products, are subject to the express agreement of CRISTEL, which shall inform the Buyer of the consequences on the commercial conditions.

### 2.3 - Opening and management of accounts, financial situation.

CRISTEL reserves the right to open and manage accounts subject to obtaining accounting, financial and legal documents and, where applicable, guarantees from the Buyer. CRISTEL reserves the right to demand full or partial payment at the time of placing the order if the financial situation of the Buyer so justifies.

## ARTICLE 3 - OWNERSHIP OF CATALOGUES, ADVERTISING MEDIA, DESIGNS AND PROJECTS

The designs, plans, drawings, models, prototypes and documents of any kind given or sent by CRISTEL to the Buyer for the purpose of signing a Contract remain the sole property of CRISTEL. CRISTEL retains full intellectual property rights to these documents, which may not be communicated or used without its prior written authorisation. The Buyer is obliged to return these documents on first request. In general, the Buyer acknowledges that all confidential information concerning CRISTEL is communicated to it solely within the framework of the contract and for the sole purpose of enabling it to make its decision or to execute the Contract.

## ARTICLE 4 - PRICES

Prices are exclusive of tax and carriage costs and at the rate in force, according to CRISTEL's scales and rates, on the day the order is placed. The minimum order amount is set at 200 Euros net excluding tax. Orders below this amount shall be subject to a fixed surcharge of 6 Euros excluding tax. Orders under 600 Euros net excluding tax shall be invoiced with carriage in addition.

## ARTICLE 5 - DELIVERY

### 5.1 - Terms and conditions

Unless otherwise agreed, delivery is deemed made to CRISTEL's factories or warehouses. It is carried out either by direct handing-over of the product to the Buyer, or by simple notice of availability, or by delivery.

### 5.2 - Delivery times

Deliveries are made according to availability and in order of arrival of orders. CRISTEL is authorised to make full or part deliveries. Delivery times are indicated as accurately as possible, but are subject to CRISTEL's sourcing and transport possibilities. Overruns of delivery times cannot give rise to damages, deductions or cancellations of orders in progress. In the event of a delay in delivery not justified by a force majeure event or by a fact attributable to CRISTEL, CRISTEL shall endeavour to find an alternative solution. The following are considered as force majeure events discharging CRISTEL from its obligation to deliver, including but not limited to: war, riot, fire, strikes, accidents, inability to obtain supplies, legal and regulatory prohibitions, natural disasters, epidemics. CRISTEL undertakes to keep the Buyer informed, in a timely manner, of the cases and events listed above. In any event, on-time delivery can only occur if the Buyer is in compliance with its obligations to CRISTEL, whatever the cause.

### 5.3 - Risks

Products are delivered on a carriage paid or cash on delivery basis to the agreed location. In all cases, they travel at the risk of the Buyer, who shall be responsible for verifying that they are in compliance in all respects on receipt. In the event of damage or missing items, the Buyer must notify the corresponding reservations on the carrier's slip. It must then confirm these reservations by extrajudicial document or by registered letter with acknowledgement of receipt to the carrier within 3 days following receipt of the goods.

## ARTICLE 6 - ACCEPTANCE

Without prejudice to the measures to be taken with regard to the carrier, claims for apparent defects or the non-conformity of the product delivered with the product ordered or the dispatch note must be made in writing within 8 days of arrival of the products. The Buyer shall be responsible for providing any justification as to the actual defects or anomalies found. The Buyer shall allow CRISTEL every facility to proceed to verifying these defects and to correcting them. It shall refrain from intervening itself or having a third party intervene for this purpose. Beyond this time limit, claims can no longer be taken into account. The consideration of a claim does not in any way mean that it will be accepted. Only decisions taken after internal inspections shall be considered as accepted or refused.

## ARTICLE 7 - RETURNS

### 7.1 - Terms and conditions

Any product return must be the subject of a formal agreement between CRISTEL and the Buyer. Any product returned without this agreement shall be made available to the Buyer and shall not give rise to a credit note. The costs and risks of return are always borne by the Buyer. Returned goods are accompanied by a return slip to be attached to the parcel and must be in the condition in which CRISTEL delivered them.

### 7.2 - Consequences

In the event of an apparent defect in or non-conformity of the products delivered, duly ascertained by CRISTEL under the conditions set out above, the Buyer may obtain free replacement or reimbursement of the products, at CRISTEL's discretion, excluding any compensation or damages.

## ARTICLE 8 - GUARANTEES

### 8.1 - Scope

CRISTEL products are guaranteed against all material and manufacturing defects for a period of 5 years from the date of delivery, in accordance with the guarantee certificate enclosed with the products. Action taken under the guarantee shall not have the effect of extending the duration of the guarantee. Production of the guarantee certificate shall be strictly required when the guarantee is invoked. The only obligation incumbent on CRISTEL under this guarantee shall be the free replacement of the equivalent or repair of the product or component recognised as defective by its departments. All products covered by the guarantee must first be submitted to CRISTEL's after-sales service, the agreement of which is essential for any replacement. Any carriage costs are the responsibility of the Buyer.

### 8.2 - Exclusion

Defects and deterioration caused by natural wear and tear or by an external accident, negligence, improper maintenance or use of the product, storage in abnormal conditions, or by alteration of the product not intended

or specified by CRISTEL, are excluded from the guarantee. Similarly, the guarantee shall not apply to apparent defects which were not reported under the conditions of article 6 above.

## 8.3 - Damages

CRISTEL's liability is strictly limited to its guarantee obligation as defined above. CRISTEL shall not be held liable for any compensation, including for immaterial or indirect damage such as loss of profit, loss of use, loss of income, third-party claims, etc.

## ARTICLE 9 - TERMS OF PAYMENT

Payments are made to the address specified by CRISTEL and are due on the 30th day of the end of the month following the invoice date, except where special contractual or negotiated conditions apply. The bill must be returned within 15 working days of the invoice date. The discount rate granted for any advance payment made within 8 days of the invoice date is 1%. In the event of late payment, CRISTEL may suspend all current orders, without prejudice to any other course of action. In accordance with article L 441-6 of the French Commercial Code, any late payment shall give rise, if CRISTEL deems it appropriate, from the first day of delay to:

-the application of interest for late payment equal to the most recent refinancing rate of the European Central Bank increased by ten points,

-the application of a lump-sum compensation for collection costs of a minimum amount of 40 euros, without this penalty affecting the enforceability of the debt.

-Where the collection costs incurred exceed the amount of this lump-sum compensation, additional compensation, upon justification.

Penalties for late payment are payable without the need for a reminder.

In the event of non-payment, 48 hours after formal notice has remained unsuccessful, the sale shall be automatically cancelled if CRISTEL deems it appropriate, and CRISTEL may take legal action for the return of the products, without prejudice to any other damages. Cancellation shall affect not only the order in question but also all previous outstanding orders, whether delivered or in the process of being delivered, and whether or not their payment is due. In the event of payment by bill of exchange, failure to return the bill shall be considered as a refusal of acceptance, comparable to a failure to pay. Likewise, when payment is spread over several instalments, the non-payment of a single instalment shall result in the entire debt becoming immediately payable, without formal notice. In all of the above cases, the sums which would be due for other deliveries, or for any other reason, shall become immediately payable if CRISTEL does not choose to cancel the corresponding orders. The Buyer shall reimburse all costs incurred in the contentious collection of the sums due, including legal fees. Under no circumstances may payments be suspended or offset in any way without CRISTEL's prior written consent.

## ARTICLE 10 - RETENTION OF TITLE CLAUSE

CRISTEL retains ownership of the products delivered until actual payment in full of the principal and other charges; failure to pay on any of the due dates may result in a claim on these products. The Buyer nevertheless assumes, as from delivery, the risks of loss or deterioration of these products as well as any damage it may cause. The simple handing over of a document creating an obligation to pay does not constitute payment within the meaning of this clause, as the amount receivable to CRISTEL from the Buyer remains in force with all the guarantees related to it, including the retention of title until the said obligation to pay has been fulfilled. However, the Buyer is authorised to resell the products delivered in the scope of its business activity. It may not, however, pledge them or transfer ownership by way of guarantee. Any extension of due dates granted shall be subject to the same retention of title. In the event of seizure or attempted seizure by a third party, the Buyer undertakes to mention the right of ownership and to notify CRISTEL accordingly without delay. All costs incurred by the implementation of the retention of title clause shall be borne exclusively by the Buyer.

## ARTICLE 11 - CONDITIONS OF USE OF TRADEMARKS AND ADVERTISING PRODUCTS

The business relations established between CRISTEL and the Buyer do not give the Buyer any right to the trademarks and any other distinctive sign of CRISTEL. Any use by the Buyer of these trademarks and other distinctive signs must obtain prior written approval from CRISTEL. Any use by the Buyer of these trademarks and distinctive signs in commercial documents, telephone directories, business directories, websites and any other advertising medium is subject to the prior and express consent of CRISTEL. The Buyer is prohibited from carrying out promotional operations (sales, discounts, promotions, etc.) on products supplied under the CRISTEL trademark without the latter's express prior consent. Any sale of counterfeit goods and/or goods whose resemblance to those of CRISTEL (product itself, packaging, trademark, logos, etc.) would be likely to cause confusion in the mind of the public is prohibited. CRISTEL reserves the right to change the technical specifications of the products supplied without prior notice to Buyers. Failure to comply with the above provisions may result in the suspension of deliveries.

## ARTICLE 12 - PRODUCT PRESENTATION MATERIAL AT THE POINT OF SALE

Product presentation materials are made available to the Buyer and may only be used for the presentation of CRISTEL products, to the exclusion of all other products. CRISTEL reserves the right, in the event of established breach, to take back immediate possession of the materials.

## ARTICLE 13 - PERSONAL DATA

Within the framework of the contractual relationship under these GCS, the Buyer expressly authorises CRISTEL to carry out the processing of personal data as detailed below.

CRISTEL acts as data controller. Its registered office is located at Parc d'activités du Moulin - BP 1025490 FESCHES-LE-CHATEL. It can be contacted by e-mail at [cristel@cristel.com](mailto:cristel@cristel.com) or telephone: 03.81.96.17.52.

The purpose of the processing to which the Buyer consents is to enable CRISTEL to perform its obligations hereunder and to communicate CRISTEL's commercial offers and news to the Buyer.

The personal data collected herein are the following: surname, first name, electronic, postal and telephone contact details.

Only CRISTEL's customer service department has access to the data collected herein.

The data thus collected shall be kept for the duration of the contractual relationship between the Buyer and CRISTEL, as well as for one year following the end of this relationship. At the end of this period, the data collected shall be automatically destroyed.

The Buyer is informed that the personal data collected by CRISTEL is not transferred outside the European Union. The Buyer has the right to access, rectification, erasure and to object its personal data. The Buyer may therefore demand that its personal data be rectified, completed, clarified, updated or erased at any time. The Buyer also benefits from the right to the portability of its data.

In the event of failure to comply with these provisions or with the legislation in force in terms of protection of personal data, the Buyer may refer the matter to the Commission Nationale Informatique et Libertés (CNIL): 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07 - Phone: 01 53 73 22 22 - Fax: 01 53 73 22 00

In the event of termination herein at the initiative of the Buyer and on condition that it expressly requests this by any means, its personal data shall be deleted without delay by CRISTEL.

## ARTICLE 14 - ECO-MOBILIER ADHESION GUARANTEE

CRISTEL is registered in the French National Register of Furniture Marketers under number FR001682. This number guarantees that CRISTEL, by joining Eco-mobilier, complies with the regulatory obligations incumbent upon it pursuant to article L 541-10-1 10° of the Environmental Code.

## ARTICLE 15 - APPLICABLE LAW, ATTRIBUTION OF JURISDICTION

These GCS, as well as the documents resulting from them, are subject to French Law. For any dispute which may arise in connection with these GCS or the documents resulting from them, in the absence of an amicable agreement, the express attribution of jurisdiction is made to the competent courts within whose jurisdiction CRISTEL's registered office is located, unless CRISTEL prefers to refer the matter to any other competent court.