

GENERAL SALES TERMS

PREAMBLE

These terms and conditions meet the Business Code standards, including the Galland Act, the NRE Act dated May 15, 2001, the decree dated May 16, 2003, relating to business negotiations between suppliers and distributors, referred to as the Dutreil Decree, and the LME Act dated August 4, 2008.

These terms and conditions comply with all applicable trading standards for the sale of tableware, cleaning products, and related activities.

ARTICLE 1 - SCOPE

These general terms and conditions apply to contractual relations between CRISTEL, hereinafter referred to as "the Seller" or "CRISTEL" and the client, hereinafter referred to as "the Buyer".

These general terms and conditions of sale are systematically addressed or issued to each Buyer and printed on the following sales documents: price lists and order forms. Therefore, the Buyer is fully bound by these general terms and conditions of sale when placing an order.

No additional general condition may override the general terms and conditions of sale, except if the Seller's formal and written consent is given. Any divergent condition put forward by the Buyer will therefore be ineffective against the Seller, except if express consent is given, regardless of when it could have come to the Seller's knowledge.

The fact that the Seller does not claim any one of these general terms and conditions of sale at a given time cannot be interpreted as a refusal to claim any of the said terms and conditions at a later stage. Similarly, the nullity of any of the clauses contained in these terms and conditions will not affect the validity of the other clauses.

The price, information and features indicated on catalogues, memoranda, prospectuses, technical data sheets or other documents are given for information only and should not be considered as a firm offer. Furthermore, the Seller reserves the right to make changes or improvements on any product it deems necessary, at any time and without notice and without the Buyer claiming any loss whatsoever.

ARTICLE 2 - ORDERS

2.1 – Orders

Orders are only confirmed subject to CRISTEL's approval. All orders approved by CRISTEL should result in the Buyer's acceptance of CRISTEL's offer. The Buyer is also deemed to be legally bound by actions taken by its members of staff.

2.2. – Cancellation or change of order

The order signifies the Buyer's acceptance of the offer and is inviolable, in line with common law. The Buyer may not withdraw or cancel it for whatever reason.

Any payment made upon order is a deposit which is non-refundable by CRISTEL.

Changes and additions to the order, particularly regarding delivery lead-times, quantities or products, are submitted for CRISTEL's express approval. CRISTEL will inform the Buyer how this affects the terms and conditions of sale.

2.3 – Opening and maintaining an account, financial situation.

The Buyer reserves the right to subject the opening and maintenance of an account to the acquisition of accounting, financial and legal documents and, if required, guarantees from the Buyer. CRISTEL reserves the right to demand full or partial payment when the order is placed if the Buyer's financial situation justifies this action.

ARTICLE 3 – PROPERTY OF CATALOGUES, RESEARCH AND PROJECTS

Research, plans, drawings, models, prototypes and documents of any kind submitted or sent by CRISTEL to the Buyer remains CRISTEL's property. CRISTEL has full rights on the intellectual property of these documents and they may not be communicated or used without CRISTEL's prior written authorization. The Buyer shall return these documents as soon as requested.

Generally, the Buyer recognizes that all confidential information regarding the Seller, is only communicated to it on agreement and for the sole purpose of enabling it to make its decision.

ARTICLE 4 - PRICE

Prices exclude taxes and shipping costs and are the current prices in force according to CRISTEL's price list, on the day on which the order is placed. The minimum amount for orders is set at 200 Euros net excluding taxes. Orders smaller than this amount will be increased by a fixed amount of 6 Euros excluding taxes. Shipping costs will be added to orders smaller than 600 Euros net excluding taxes.

ARTICLE 5 – DELIVERY

5.1 – Terms and conditions

Unless otherwise stated, delivery should take place at the Seller's factories or stores. This is done either by directly handing over the product to the buyer, or by simply issuing an availability notice or by issuance.

5.2 – Lead-times

Deliveries are made as per availability in the order in which orders are received. CRISTEL is authorized to make full and partial deliveries. Delivery lead times are given as accurately as possible, but they depend on CRISTEL's procurement and transport prospects. No indemnity will be paid, deduction granted or current orders cancelled if lead-times are exceeded. In the event of late unjustifiable delivery not due to force majeure or an event non-attributable to CRISTEL, CRISTEL will endeavor to find a replacement solution. The following in particular, without the list being considered exhaustive, shall be considered as cases of force majeure releasing CRISTEL from its obligation to deliver: war, riot, fire, strikes, accidents, impossibility of procuring supplies. CRISTEL undertakes to inform and notify the Buyer in good time of above-mentioned events. In any event, timely delivery can only occur if the Buyer's obligations towards the Seller are up-to-date, regardless of the situation.

5.3 - Risks

Products must be supplied with shipping costs paid or against reimbursement at an elected place. In any event, goods are shipped at the recipient's risk and peril, on whom it is incumbent to check for compliance upon reception. In the event of damage or a short shipment, the Buyer must mention the related reservations on the carrier's bill. These reservations must then be confirmed by a non-judicial deed or by registered letter with acknowledgement of receipt from the carrier within 3 days of reception of goods.

ARTICLE 6 – RECEPTION

Without prejudice of provisions to be taken vis-à-vis the carrier, complaints regarding conspicuous defects or non-conformities of supplied products to ordered products or shipping orders, must be made in writing within 8 days of the products' arrival. It is incumbent on the Buyer to provide all proof in terms of the authenticity of defects or deformities found. It should allow CRISTEL to proceed to the recognition of these defects and to resolve the situation. It shall abstain from intervening or having a third party intervene for this purpose. Complaints will no longer be taken into account beyond this period. If a complaint is recorded, it does not imply acceptance. Only decisions taken after internal inspections will be marked for acceptance or rejection.

ARTICLE 7 – RETURNS

7.1 – Terms and conditions

Any returned product must be approved by formal agreement between CRISTEL and the Buyer. Any product returned without this agreement will be at the Buyer's disposal and would not qualify for a credit. Charges and return risks are always at the Buyer's expense. Goods shall be returned with a return slip affixed to the parcel and should be in the condition in which the supplier delivered them.

7.2 - Consequences

Should the delivered goods have a conspicuous defect or be non-compliant, duly noted by CRISTEL in the conditions set out above, these goods will be replaced for the Buyer free of charge or a reimbursement will be granted, as CRISTEL sees fit and excluding any indemnity or damage.

ARTICLE 8 - WARRANTIES

8.1 – Scope

CRISTEL products are guaranteed against all material and production defects for a period of 5 years from the delivery date, according to the warranty certificate issued with the products. Any intervention under warranty will aim at prolonging the warranty. The warranty certificate must be presented when the warranty is used. Under this warranty, the only duty of the Seller will be the free replacement or repair of the product or any part found to be defective as recognised by its personnel. All products whose warranty is used must firstly be submitted to CRISTEL's after sales department whose approval is necessary for any replacement. The shipping costs likely to be incurred will be at the Buyer's expense.

8.2 - Exclusions

Defects and deterioration due to normal wear and tear or external accidents, negligence, defective maintenance, storage in non-standard conditions, defective use of the material or modifications made to products that were neither designed nor specified by CRISTEL, are excluded from the warranty. Similarly, the warranty is not valid for conspicuous defects.

8.3 – Damage and loss

CRISTEL's responsibility is strictly limited to its warranty obligations defined as such. CRISTEL will not be held liable for any indemnity, including intangible or indirect damage such as, in particular, a shortfall, loss of use, loss of income, third party complaints, etc.

ARTICLE 9 – TERMS OF PAYMENT

Payments are to be made to the domiciled office determined by CRISTEL and on the 30th day end of month following the date of invoice, except in the event of specially negotiated contractual terms. The commercial paper must be returned within fifteen working days following the date of invoice. The rate of discount granted for early settlement of invoices within 8 days of the invoice date is 1%.

In the event of late payment, the Buyer may suspend all current orders, without prejudice or any other course of action. In accordance with Article L441-6 of the Commercial Code any late payment shall, at the supplier's discretion, be subject from the first day it is overdue:

- To the application of late payment interest at the latest European Central Bank refinancing rate plus ten percentage points;

- To the application of a fixed charge to cover recovery costs of at least 40 €, without this penalty affecting the payability of the debt itself;

When the recovery costs incurred are higher than the amount of this fixed charge, to a further charge, subject to provision of justification.

Late payment penalties are due without the need for a reminder. In the event of failure to pay 48 hours after an unsuccessful payment order, the sale will be cancelled by right by the Seller, at his choice, who may also demand that the court orders the return of the products, without prejudice to any other damages. The termination will not only apply to the order in question but also to all backdated unpaid orders, whether they are delivered or in the process of delivery and whether payment is due or not. In the event of payment by commercial paper, failure to return the commercial paper will be considered as a refusal to accept, which is understood as failure to pay. Similarly, when the payment is spread, non-payment of one single instalment will make the full amount of the debt immediately payable, without formal notice being served. In all the aforementioned cases, the amounts that would be due for other deliveries, or for any other cause, will immediately become payable if the Seller does not choose to terminate related orders. The buyer shall reimburse all expenses incurred by contentious recovery of amounts due, including ministerial officers' fees. Payments may under no circumstances be suspended nor may any compensation whatsoever be given without CRISTEL's prior written approval.

ARTICLE 10 – RESERVATION OF TITLE CLAUSE

The delivered products remain CRISTEL's property until payment of the commercial paper has been received for the full price in principal and accessory; failure to pay on any of the due dates could result in these products being claimed. The Buyer nevertheless, from the date of delivery, bears the risks of loss or deterioration of these products as well as the damage that could occur. The simple issuance of an instrument requiring payment does not constitute payment in the present sense of this clause; the Seller's claim over the Buyer remains with all the guarantees linked to it, including reservation of title until the said payment has effectively been made. However, the Buyer is authorized to resell the supplied products in the framework of its trade. But, the Buyer may not put them up as a surety nor as property transfer in the form of a pledge. The postponement of the payment date that could possibly be granted will be subject to the same reservation of title. Should the goods be seized by a third party or should such an attempt be made, the Buyer is obliged to mention reservation of title and must notify CRISTEL immediately. All expenses incurred whilst implementing the reservation of title clause will be at the exclusive expense of the Buyer.

ARTICLE 11 – APPLICABLE LAW, JURISDICTION

These general conditions as well as the deeds that will result from them are subject to French Law. For any litigation likely to arise in connection with these conditions or with actions resulting from them and failing to reach a private agreement, jurisdiction will be attributed to the courts under whose jurisdiction the CRISTEL head office falls, unless CRISTEL prefers turning to any other competent jurisdiction.

ARTICLE 12 – GENERAL TERMS & CONDITIONS OF USE OF TRADEMARKS AND ADVERTISING PRODUCTS

The business connection formed between Supplier and Buyer does not give Buyer any right whatsoever to Seller's trademarks or any other distinctive sign. Buyer must obtain prior written authorisation from CRISTEL in order to use these trademarks and other distinctive signs. Use by Buyer of these trademarks and distinctive signs on business papers, telephone directories, trade directories, Internet sites and any other advertising medium is subject to express prior agreement of CRISTEL. Buyer shall refrain from carrying out promotional campaigns (sales, discounts, special offers, etc.) on products supplied under the CRISTEL trademark without the express prior consent of CRISTEL. It is forbidden to sell any counterfeit goods and/or goods whose resemblance with CRISTEL goods (product itself, packaging, trademark, logos, etc.) will likely cause confusion in the minds of the public. CRISTEL reserves the right to make changes to the technical features of the products supplied without previously informing Buyers thereof. Failure to respect the above-mentioned conditions could entail the suspension of deliveries.

ARTICLE 13 – PRODUCT DISPLAY MATERIAL AT POINT OF SALE

Product display materials are made available to Buyer and can only be used to display CRISTEL products, to the exclusion of any other products. Supplier reserves the right to regain possession of the materials forthwith if any breach is observed. In accordance with the Dutreil circular [French circular of 16 May 2003 concerning trade negotiations between suppliers and distributors], CRISTEL will, if need be, have the right to draw up terms and conditions of sale that are differentiated by category of buyer. Buyer, in accordance with article L.442-6 paragraph 6 of the French Commercial Code, is obliged to respect the exclusive or selective distribution agreements entered into with local partners.