

LA CORNUE  
HANDCRAFTING UNIQUE AND EXCEPTIONAL COOKERS  
SINCE 1908  
GENERAL TERMS OF SALE FOR RESELLERS

#### ARTICLE 1 - ORDERS

For an order to be placed, The Reseller must beforehand send to The Company LA CORNUE a purchase order form established according to the catalogue of The Company LA CORNUE and supplemented, if necessary, with a blueprint of a kitchen project. The Company LA CORNUE will then address The Reseller an offer, supplemented if necessary with the blueprint validated by its project manager.

The sale will be completed at reception by The Company LA CORNUE of its offer, supplemented if necessary by the blueprint signed by The Reseller and of the deposit as per Article 2 of the present General Terms of Sale.

In any case, and by express agreement, an order cannot be modified by The Reseller once the sale has been completed as set out in the previous article. An order can only be cancelled by The Reseller within 15 calendar days after the sale has been completed. After 15 calendar days no cancellation will be accepted by The Company LA CORNUE except in case of force majeure as set out in Article 8 of the present General Terms of Sale.

#### ARTICLE 2 - DEPOSIT

Any offer signed by The Reseller will be accompanied by a deposit at least equal to 30% of the total price of the order.

The deposit paid at the moment of ordering will be deducted on delivery from the total amount of the invoice. In case of cancellation of the order by The Reseller within the 15 calendar days following the sales completion, as set out in the previous article, the deposit shall be retained by The Company LA CORNUE.

#### ARTICLE 3 - PRICE - DISCOUNT - REBATE

The price given by The Company LA CORNUE is to be understood, unless otherwise indicated, as merchandise ex producer's premises, at the price given on the day the offer was sent. The price is the manufacturer's price as understood by The Company LA CORNUE and not as installer. Therefore the price does not include installation, fitting, transportation or packaging.

In the event The Reseller pays for the goods within 10 calendar days after the invoice date and provided The Reseller justifies credit insurance, a rebate of 3% will be implemented by The Company LA CORNUE on the remaining total after deduction of the deposit.

The Reseller will be eligible to rebates and discounts within The Company LA CORNUE's pricing policy, in accordance with the types and quantities of goods purchased from The Company LA CORNUE.

#### ARTICLE 4 - MANUFACTURING TIME

Given the specific character of the products manufactured by The Company LA CORNUE, manufacturing times are given as indications only. They cannot under any circumstances be opposed to The Company LA CORNUE. Failure to comply with the manufacturing times will not grant rights to claim any compensation or default interests.

#### ARTICLE 5 - DELIVERY

##### ARTICLE 5.1 - Transfer of title and risks.

Unless otherwise agreed by the parties involved, the delivery is understood as making the goods available for collection by The Reseller in the workshops of The Company LA CORNUE. The removal of the goods shall be completed within 10 days following invoice submission. Invoice submission serves as collection notice. In the event the goods are not collected within this period of time and that the Reseller owns a credit insurance, The Company LA CORNUE will dispatch the goods to The Reseller at The Reseller's expenses, addressed to its name and on The Reseller's behalf. In case that the Reseller has no credit insurance, any delay or default in the collection of the goods by The Reseller, regardless of the reason, will generate storing expenses to be borne by The Reseller for an amount equal to 11€/m<sup>2</sup> per day until collection of the goods by The Reseller. The risks endured by the goods are transferred to The Reseller the moment the goods are handed to the transporter in charge of delivering the goods to the address chosen by the client. The client will bear the risks with no possibility of holding The Company LA CORNUE responsible, even in the event of the transportation being organized by the latter or with a carrier of its choice.

##### ARTICLE 5.2 - Delivery and delivery expenses.

The Company LA CORNUE cannot be held responsible in case of late delivery, the delivery times being given as indications only. Delay in delivery does not give rights to claim compensations or any amount being withheld from the amount due to The Company LA CORNUE, or cancellation by The Reseller of ongoing orders.

Any transportation organized by The Reseller or by The Company LA CORNUE, and including The Reseller's default to collect the goods, will be done at The Reseller's own risks. Transportation expenses and other related fees (loading and unloading expenses, insurance, potential duties and taxes) are to be borne by The Reseller and will require payment upon receipt of the corresponding invoice.

##### ARTICLE 5.3 - CLAIMS

The goods are transported at The Reseller's own risks. It is The Reseller's responsibility to examine the goods upon reception and, if required, take action against the carrier.

The Reseller has no means of action against The Company LA CORNUE in case of delivery default by the carrier or in case of damages to the goods in the process of loading, transporting or unloading the goods.

#### ARTICLE 6 - TERMS OF PAYMENT

The goods are to be paid in full by direct bank transfer after deduction of the deposit, at the latest on the day the goods are made available to The Reseller for collection in the workshops of The Company LA CORNUE.

If The Reseller justifies credit insurance, the goods are to be paid in full and in one payment after deduction of the deposits by direct bank transfer within 30 days after invoicing of the said goods.

Any outstanding invoice on its due date will entail penalties and will bear in its own right interests, as soon as on the day following its due date, equal to three times the legal interest rate with no formal notice required without it having any consequences on its payment.

Any delay in payment will see The Reseller have the obligation to pay to The Company LA CORNUE, besides the late payment penalties above-mentioned, a fixed recovery compensation of 40€. The Company LA CORNUE reserves the right to demand from The Reseller extra compensation if the recovery costs were to exceed this amount, upon presentation of supporting documents.

#### ARTICLE 7 - PROPERTY RESERVATION

The sold goods remain the property of The Company LA CORNUE until full payment of the price. Additionally, The Company LA CORNUE has the possibility to reserve its right to retain the goods not yet collected by The Reseller until full payment. The delivery of a bill of exchange

or of any other document which creates an obligation to pay does not constitute payment. These measures do not prevent the transfer of risks to The Reseller as set out in article 5.1

#### ARTICLE 8 - FORCE MAJEURE AND EXTERNAL EVENTS

Force majeure is understood as any event not depending on the will of The Company LA CORNUE, or outside its control that renders The Company LA CORNUE's punctual performance substantially more onerous than originally foreseen. Are notably understood as force majeure: any delay from The Reseller or from one of the suppliers or subcontractors of The Company LA CORNUE; any circumstances relating to The Company LA CORNUE notably in terms of workforce or supplies that have an impact on its ordinary operations; any measures enforced by a governmental institution making the manufacturing process more difficult or affecting the free circulation of the goods ordered. Force majeure will entail the suspension of the sale's execution for a maximum of six months starting the day following the notification sent by company LA CORNUE to The Reseller of its intention to invoke this particular circumstance. If, at the end of this period of time, the event understood as force majeure remains, each of the parties will have the possibility, at any time, by registered letter addressed to the other party with acknowledgment of receipt, to rescind the sale for the fraction of the order not delivered.

#### ARTICLE 9 - GUARANTEES / WARRANTIES

##### ARTICLE 9.1 - Warranty of conformity.

Any complaint from The Reseller on the state, presentation or non-compliance of the goods shall be sent to the head office of The Company LA CORNUE by registered letter or via electronic mail within a maximum of 8 calendar days after the goods were delivered to the carrier. The goods recognized as presenting a compliance defect and reported within the period of time described above will be subject to replacement or repair according to the preference of The Company LA CORNUE, at the exclusion of any other compensation for any reason whatsoever.

##### ARTICLE 9.2 - Warranty against defects.

The Château, Cornuchef and CornuFé lines are guaranteed against material or production defects for five years starting from the purchase date provided the payment was made in full. The other goods, provided their payment was made in full, are guaranteed against material or production defects for three years starting from the purchase date.

In case of faulty functioning of the goods, The Reseller, after having made sure it was not due to faulty installation or usage, will have to contact The Company LA CORNUE by registered letter or via electronic mail within a maximum of 8 calendar days after the defect was acknowledged. Before any intervention, the product will have to be cleaned.

The application of the warranty will be subject to prior reception by The Company LA CORNUE of the certificate of installation proving that it was done by a professional in accordance with the current technical and safety norms. The Company LA CORNUE shall not be held responsible for improper use of the product or for improper installation. In these events, the costs generated by an intervention, including travel expenses, will be invoiced.

In compliance with the warranty against defects, notably material or production defects, The Company LA CORNUE will decide whether to replace or repair the affected goods, once acknowledged as such by its technical services. In case of reparation of the affected goods, The Company LA CORNUE will replace free of charge the parts deemed faulty by its technical services. The replacement of the parts will not extend the guarantee set out above.

This guarantee covers labour and travel costs.

##### ARTICLE 9.3 - Exclusions and limitations to the warranty.

The current contractual warranties of The Company LA CORNUE including its civil liabilities applying to its products will be limited to the reparation or replacement of any part or product deemed non-compliant within the conditions set out above. In any case, no claim regarding the conformity or a defect of a product will suspend payment of the said product.

The warranty on defects will not apply if the cause of faulty functioning is:

- Intervention on a product without prior consent of The Company LA CORNUE;
- Regular use of the product, negligence or lack of maintenance;
- Force majeure

In any of these three situations, The Company LA CORNUE will be exempt of any civil liability.

The Company LA CORNUE will not be held liable regarding the consequences of the use of the products it sells and will not under any circumstances be held responsible for damages, direct or indirect, material or immaterial, caused by the use of its products.

#### ARTICLE 10 - INTELLECTUAL PROPERTY

The studies, blueprints, drawings and documents delivered or sent by The Company LA CORNUE remain its property. They cannot, under any circumstances, be communicated to a third party by The Reseller. All the documents published by The Company LA CORNUE, such as samples, documentations, prices, installation guides and users' manuals are to be sent back to The Company LA CORNUE within fifteen days upon termination of contractual relations.

#### ARTICLE 11 - PROPER LAW - LANGUAGES - JURISDICTION

The General Terms of Sale found herein are governed by French Law.

They are set out in French. If it is translated into one or more other languages, the French version shall be the only authoritative text in the event of a dispute.

In the event of a dispute regardless of its nature and provided it cannot be amicably solved within one month, the Pontoise Commercial Court (France) will be the sole competent jurisdiction for all claims, even incidental, in intervention or appeal in guarantee, or in the case of multiple defendants.

#### ARTICLE 12 - ACCEPTANCE OF THE RESELLER

These General Terms of Sale are expressly approved and accepted by the Reseller, which acknowledges perfect familiarity therewith and accordingly waives the benefit of any conflicting documents, including its own general terms of purchase.