

GENERAL TERMS AND CONDITIONS OF SALE

Le Cristal d'Adèle

1. Scope of validity

- 1.1 LE CRISTAL D'ADÈLE: A. CATTELANI (hereinafter the "**Company**") is a sole proprietorship governed by Swiss law, registered in the Commercial Register under n° CHE-220.426.596, acting as a seller of lighting and glassware made of Bohemian crystal glass.
- 1.2 The present General Conditions and Conditions (hereinafter "**GTCs**") apply to the conclusion, content and execution of any contract related to the services provided by the Company, i.e. various products presented on its website (URL: www.cristaladele.ch and/or www.cristaladele.com), or provided by the Company, including the sale and delivery of lighting made of Bohemian crystal glass.
- 1.3 The order or purchase through this website implies the client's full acceptance of the GTCs, which prevail over any other contractual data, including those of the client.**
- 1.4 The GTCs can be saved and printed by anyone visiting the website.
- 1.5 If any clause of the GTCs is null or void, the provision concerned should be replaced by a provision agreed between the parties and its content should be the most similar as possible to the null or void clause.
- 1.6 Only written documents relating to the offer of services provided by the Company are binding.
- 1.7 The Company reserves the right to modify the GTCs at any time. In such case, the applicable effective GTCs will be the ones agreed at the date of the client's order.

2. Conclusion of contract, order and delivery

- 2.1 Any completed order is automatically confirmed by an acknowledgement email to the email address indicated by the client.
- 2.2 Within 7 working days following the order, a second email with the approximate delivery date is sent to the client.
- 2.3 On the day of dispatch of the product(s), the client will be informed by a third e-mail. A detailed invoice of the order will be attached to this email.
- 2.4 The Company is free to refuse any order, without giving reasons. In such case, any payment already made is immediately refunded. The client hereby expressly waives any further claims of refund following the refused order.
- 2.5 The contract is deemed concluded as of the client's final order validation. The client agrees that every order must be paid in advance. No manufacturing and / or delivery of the products will be undertaken as long as the payment due has not been credited on the account of the Company.
- 2.6 Deliveries are made only in Switzerland, to the exclusion of any other country.**
- 2.7 Delivery is considered completed when the product is made available to the client at the indicated address. The dispatched products travel at the recipient's risk, even in the event of free shipment. Upon receipt, the client is responsible for checking the product(s) as well as making precise reservations on the carrier's delivery note, in front of the deliveryman and before the

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product(s) usage. If the material does not comply with the order, the client has to announce it in writing within 5 days after receipt of the product(s). Otherwise, the delivered goods are deemed accepted. In case of damage caused by transport, a report has to be established with the driver. Without this report, no claim will be taken into consideration.

2.8 Crystal trimmings (prisms, beads, crystal chains or other ornaments) are individually wrapped in soft paper to prevent scratching. Crystal chandeliers are packed in custom made boxes, made of a strong five-layer cardboard, resistant to damage during transportation.

2.9 The Company is not responsible for the installation of the product(s) delivered to the client. However, installation of the product(s) may be subject to a separate agreement between the Company and the client.

3. Characteristics of sold products

3.1 The essential features of the products sold by the Company are those stated on its website. The photographs on the website are as accurate as possible but cannot ensure a perfect similarity with the products, especially colour-wise, and do not represent any contractual warranty. The products and services are offered within the stock availability. For custom-made products, the client should contact the Company before placing an order.

4. Period

4.1 The delivery period stated is solely for information purposes and does not constitute a commitment for the Company.

4.2 In case of late delivery, the client is not entitled to claim any damage neither indemnity nor withdraw from the contract.

5. Pricing and payment terms

5.1 The agreed selling price is based on the price indicated at the time of the conclusion of the contract. All prices are quoted in Swiss Francs (CHF) and include VAT and delivery costs.

5.2 However, additional delivery costs, such as packaging, transport, HVF (distance-related heavy vehicle fee), insurance, express surcharges, waste disposal cost, may, depending on the situation, be charged extra to the client, who is informed accordingly.

5.3 Prior to the confirmation of the order, the client has to complete a special form with his personal data required for processing of the order (company name if applicable, title, first name, surname, mailing address and valid email address, telephone number and possibly password). The client agrees to provide accurate information and will support any damages due to inaccurate information. The delivery address may differ from the client's billing address.

5.4 On the order summary page, the client has the choice between confirming or cancelling the placed order. Once the order is confirmed, it will be considered accepted and the client no longer has the option to cancel the transaction corresponding to the order.

5.5 The order confirmation implies acceptance of the present GTCs, recognition of their full knowledge and renunciation of use of client's own terms of purchase or other terms. All collected data and registered confirmation consist

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of a proof of the transaction. Confirmation will be deemed a signature and acceptance of realized transactions.

- 5.6 Once the transaction is concluded, the Company immediately sends an email to the client as an acknowledgment of the order at the email address previously indicated by the client.
- 5.7 The price is immediately due, before manufacturing and / or delivery of the product(s). Payment is usually made by credit or debit card. Cheques and bills of exchange are not accepted. The client can opt for bank transfer. If so, he pays in advance the amount due on the bank account of the Company. The Company bank details are disclosed to the client once the bank transfer pay option has been selected. The order is confirmed and registered upon acceptance of credit / debit card or upon receipt of the amount due via bank transfer.
- 5.8 The client must pay the price even if he asserts any claims under the warranty or if the services / products are delivered with delay for reasons the Company cannot be held responsible for. Unless expressly authorized by the Company, the client is not entitled to offset any claims he might have against the Company.
- 5.9 The client is automatically in default without prior notice, if he cancels the payment after having validated his order. When the client is in default, a **default interest of 8%** will be due by the client, without prejudice to the Company to claim further damage against the client. Recall costs are charged extra.
- 5.10 Without prejudice to any late interest, reminders due to late payments and claims arising from further damage, when the client is in arrears, the

Company is entitled to terminate the contract with immediate effect and demand the return of the delivered product(s) without prior notice (article 241 paragraph 3 of the Swiss Code of Obligations).

6. Reservation of ownership

- 6.1 The products are sold under reservation of ownership. The Company retains ownership of the products sold until full and effective payment of the price by the client. However, the risks are immediately transferred to the client. In case of default, the Company may, at its discretion, decide to enforce the buyer for payment or claim the products back and terminate the contract of sale.
- 6.2 The buyer may not sell, pledge, assign or alienate in any other way the products sold and, in general, not to prevent any claim of the products sold until full payment.

7. Absence of revocation right

The client hereby acknowledges that he was not invited by the Company to conclude the contract and therefore, he has no right to revoke his acceptance to conclude the sales contract within seven days following the signature of this contract. The purchase is therefore binding and irrevocable, particularly as it relates to custom made original products.

8. Warranty

- 8.1 The products sold and delivered by the Company are guaranteed twenty-four months starting on the day of product's dispatch to the client (the date is stated on the warranty document and on the invoice), unless**

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otherwise stated. The Company does not grant any additional warranty to the client.

8.2 If defects appear during the warranty period and the client claims them in due time, the Company will either repair the defects or replace the defective product. The initial warranty period is not extended as a result of removal of defects or delivery of replacement product. All further-going claims of the client, including the right to claim damages, to request the termination of the contract or claim a price reduction, are excluded.

8.3 If any defects identified, the client is required to take all necessary steps to limit their scale and is liable for any further damage resulting from infringement with this incumbency.

8.4 Nevertheless, the right for warranty is refused if the product has been altered or repaired, has not served for its intended purpose, has undergone improper handling, excessive use, faulty maintenance, or if it has suffered from falling, bumping, or has been exposed to moisture.

8.5 If any defects not covered by the warranty appear during the reparation, all costs will be borne by the client.

9. Liability exclusion

9.1 The Company's liability may not be invoked in any way for direct or indirect damage, both material and immaterial or corporeal damage related to the use of products marketed by the Company, or supply of contractual services. In particular the liability of the Company for lost profits, unrealized savings or additional expenses and third party claims etc., is excluded.

9.2 The Company can not be held responsible for damages incurred by insufficient advice, breach of ancillary obligations, or claims related to the provision of services or other benefits, only in case of deliberate and gross negligence when the client has to prove the evidence.

10. Data protection policy

10.1 The personal data of the client required for placing the order are collected by the Company and are used for order management by the Company and its suppliers. They are subject to data processing and are protected.

10.2 All data are processed in complete confidence and are not disclosed to any third party without prior written consent of the client.

11. Applicable law and place of jurisdiction

11.1 **Swiss law** applies to the contracts concluded in accordance with the GTCs without giving effect to any principles of conflict of laws.

11.2 The provisions of the United Nations Convention on Contracts for the International Sale of Goods, concluded in Vienna on the 11th April 1980, are excluded.

11.3 **The place of jurisdiction is the residence of the Company in Genolier, both parties explicitly agreeing to extend their natural place of residence.** However, the Company reserves the right to prosecute the client at his place of residence. Mandatory places of jurisdiction stipulated in law shall remain unaffected.