



2018 STOCKING DEALER GENERAL TERMS & CONDITIONS ADDENDUM

In addition to the 2018 Retail Price List General Terms & Conditions, please be advised that dealers and trade showrooms are held to the additional terms & conditions:

OVERALL BRAND STANDARDS POLICY:

Brand Standards for CHRISTOPHER GUY have been carefully planned and developed over time. Any marketing efforts by a Stocking Dealer should therefore be a natural extension of these carefully crafted brand standards, mirroring the brand in look and feel and thus further enhancing our reputation as “Creators of the World’s Most Fabulous Furnishings”.

Stocking dealers are by definition responsible for the highest level of execution of our visual standards in showroom environments with the ultimate purpose of maximizing sales penetration in their local area.

PRICING

- Pricing of the Product: Christopher Guy may periodically send stocking dealers updated price lists. Prices are subject to change at any time and without prior notice.
- Price Key: Verified Dealers and Trade Showrooms should discuss their price key and eligibility with their sales representatives.

Atelier/Container direct orders are eligible for free shipping to a single receiving warehouse via the Christopher Guy Atelier Direct Program (see terms for the Atelier Direct Program in the General Terms & Conditions).

PAYMENT TERMS

Credit Terms: Companies who have been in business for 4 years or more with a solid record of prompt payment may apply for credit terms by submitting a Christopher Guy credit application and valid re-sale certificate. A credit report will be run to verify credit history. Payment terms for approved companies are net 30 days from the date of the invoice. First time customers approved for credit are required to pay a 30% deposit with their first order, regardless of credit rating. The balance on the first order and future orders will be net 30. Christopher Guy will apply a line of credit to each account based on their credit history. Given the exposure of and financial risks faced by all companies in today’s volatile business environment, maximum stocking dealer credit limits have been initially set at \$25,000 to include open and invoiced balances and will be increased solely when an account has reached a two-year record of impeccable credit with Christopher Guy.

Pro-forma Accounts: Companies without credit terms are pro-forma accounts. Pro-forma orders for factory production require a 50% deposit with the order. Pro-forma orders for in-stock items require payment in full with the order. If the order includes COM, the balance is due prior to the items being upholstered. If the order does not include COM, the balance is due before shipment from the US distribution center. Storage charges will be incurred if the payment balance is not received within 10 working days of the ready-to-ship date. Storage charges are \$5 USD per cubic meter per day. Should storage charges and a 30% restocking fee equal or exceed the deposit, the deposit will be applied to these fees and the order will be considered cancelled.

SHIPPING & FREIGHT:

Please refer to the 2018 Retail Terms & Conditions.

MERCHANDISING OF CHRISTOPHER GUY PRODUCTS:

One of the most critical elements of success with Christopher Guy is the appropriate merchandising of our products on the showroom floor. Current products, in sufficient quantities, must be displayed in a manner that conveys the Christopher Guy “look” and tells its story. For this purpose, Christopher Guy will facilitate product mix selections with its dealers and may assist dealers with visual merchandising and product staging on showroom floors. Our intent is to provide the customer with a detailed mapping of the merchandise assortment that is best suited to their demographics.

We expect our dealers to maintain coherent and complete displays and to merchandise our products so that they are presented to consumers and designers at their very best. This includes ongoing maintenance of product on display including: cleaning, ensuring that items are properly hung, lighting shades are staged correctly on lighting products, products are secure, proportion of items is correct and visually appealing in relation to each other and any and all improvements to staging and merchandising that encourages the interest of the consumer and leads to increased sales.

Christopher Guy reserves the right to request changes in merchandising format for its displays from its dealers and to revoke dealer status if, it is felt at any time, our products are not being presented according to our brand standards. We further discourage mixing of our product in our established galleries with products from other manufacturers.

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Floor displays should be refreshed at least once annually.

MARKETING

Christopher Guy is fully committed to supporting its dealers with marketing activities designed to promote and incentivize sales of our products. A wide variety of marketing materials and initiatives are made available to our dealer base ranging from printed collateral to public relations support to visual merchandising and display. To enjoy the benefits of our marketing collaboration, dealers must maintain a very active, current level of sales with Christopher Guy. All accounts must have good credit standing and meet all sales volume requirements for their respective account type in order to be considered for marketing support. This includes initial order volume and ongoing annual business.

I. Approved and Non-Approved Marketing Initiatives:

Prior to engaging in marketing activities involving our brand, stocking dealers must obtain written approval from Christopher Guy. Our Marketing Department works with dealers to determine the most effective collaborative use of the Christopher Guy name, logo, and product images to ensure the most successful marketing effort for each respective application. The following are examples of some Christopher Guy **approved marketing initiatives:**

- Print advertising
- Postcards
- Brochures
- Signage
- Special events

While these are all common methods of generating marketplace interest, dealers are required to submit marketing campaigns for review before launching. Other media may be submitted for approval via written request to our Marketing Department and will be approved on a case-by-case basis. Conversely, the following examples are not approved methods of showcasing the Christopher Guy brand:

- Ads that have not been approved by our Marketing Department
- Multi-vendor ads
- Bench, bus or radio advertising billboards
- Yellow page ads
- Advertised specials discounting Christopher Guy products
- Insertion of coupons or discount terminology in any Christopher Guy advertising
- Any alteration of the Christopher Guy logo, tag lines and/or product descriptions

II. Marketing Support Materials from Christopher Guy:

If you need assistance with images or any type of advertising material, up to and including the actual set-up and layout of your ad/marketing campaigns, please follow this procedure:

- a. Send a written request via email to marketingusa@christopherguy.com. Include the following information:
 - i. Name of publication
 - ii. Materials due date
 - iii. Desired image/visual
 - iv. Material specifications for publication
 - v. Attach any logo and/or other information to be included

If you are requesting assistance in the layout of collateral materials, please allow 5-7 business days for artwork to be produced.

- b. In the interest of maintaining brand consistency and integrity, dealers are not permitted to alter any visual marketing tool provided by Christopher Guy such as logo formats, type of fonts used, size of logos and/or fonts, layout on the website in relation to the logo and company name, use of images and/ or illustrations, tag lines, product/collection names or any other. Deviation from the standards Christopher Guy has established as elements of its brand detracts from brand perception and leads to incorrect representation or worse, misrepresentation. Always consult the Christopher Guy Marketing Department for clarification of creative visual requirements BEFORE proceeding with any advertising materials.

III. Planning Events: When planning special events around our products and our brand, dealers are required to adhere to the following procedure to ensure the proper planning, promotion and execution of such brand related events. E-mail our Marketing Department at marketingusa@christopherguy.com and a response will be provided within 3 business days. Include:

- i. A description of the event
- ii. Target Audience
- iii. Concept (e.g. showroom opening, new collection debut, etc.)
- iv. Proposed/scheduled date of event
- v. Desired participation from Christopher Guy
- vi. Press support
- vii. Invitations or collateral material support
- viii. Christopher Guy Representative in attendance
- ix. Other

Our marketing department will develop the content of the collateral free of charge provided that the event is a pre-authorized event.

IV. E-Marketing:

Christopher Guy has embraced the power of the Web and is a brand on the forefront of technology. Our website www.christopherguy.com illustrates our commitment to dynamic methods of marketing and sales. Christopher Guy supports dealers who wish to develop their business using this tool.

Upon prior written approval, the Christopher Guy name and logo may be used on an Authorized Dealer's website. Christopher Guy will allow the dealer to state that our products are available and displayed in their showroom location. However, the dealer may not maintain an all inclusive online catalogue of products. The extent of our product offering will be solely viewed via a link to the www.christopherguy.com website. Dealers can link their own websites to ours solely after obtaining written authorization to do so.

Approval to conduct transactions online must be granted through a separate approval process directed to the Christopher Guy Sales and Marketing Departments. If a dealer is granted the ability to engage in e-commerce activities through their website, product presentation and internet pricing must comply with both Christopher Guy marketing materials guidelines and with our published **IMAPP policy** which can be found in this document and on the website.

If you are planning to showcase our products on-line, there are two types of approved images available:

- An original Christopher Guy image file requested from the Marketing Department.
- An image that was pre-approved by the Christopher Guy Marketing Department prior to posting

In addition, the following are examples of permitted online marketing opportunities available to stocking dealers with written pre-approval from Christopher Guy:

- Facebook posts
- E-newsletters
- E-blasts

V. Sales Materials:

Christopher Guy has developed a wide assortment of professional sales materials that support our product line and serve as invaluable sales tools for our dealers. This array of materials ranges from superb printed product presentations such as brochures specific to various product categories, to CDs, fabric samples, finish samples, and a variety of "take away" brand reminders such as postcards featuring vignettes of our products. Stocking dealers will be able to order these at cost. All sales materials are to be maintained in a prominent position within the showroom and accessible to dealer's staff and customers. If additional materials are needed, they are available through your Christopher Guy sales representative or by sending your request via e-mail to adminusa@christopherguy.com. Christopher Guy remains the owner of all sales materials and reserves the right to regulate distribution of such materials in alignment with its distribution strategy.

VI. Christopher Guy Website: www.christopherguy.com

Whether looking for a unique design within a product category or navigating our extensive offering of exclusive furnishings, the Christopher Guy website is designed to provide state of the art accessibility to our product line up, a virtual tour of our factory in Java, updates on industry events, and visual presentations of project installations.

Users are encouraged to register and receive a password to access our complete on-line catalogue. Once assigned, the password will provide the user the flexibility of building and printing their individual project files customized to their needs. Alternatively, and for greater time savings, please contact your local sales representative who can provide you same day access.

Internet websites may neither advertise, nor in any way, display the Christopher Guy name, logo or product

without prior written consent from our corporate office. Before advertising any Christopher Guy product on your website, please contact Client Services for a copy of the Internet Minimum Advertised Pricing Policy. Stocking dealers NOT linking their websites to our website are encouraged NOT to display any pricing on line. This is consistent with our internal policy, where users without a user name and password are unable to see any pricing on our website.

Please note that images of the company's products on the website are not in the public domain, therefore, copying, downloading and redistribution is limited to project files and client presentations. Any other usage of these images requires prior written approval.

CONTRACT/HOSPITALITY

Christopher Guy will customize existing or new product to meet contract specifications. Please contact your local sales representative or Client Services to request contract quotes.

DISTRIBUTION POLICY

Christopher Guy reserves the right to discontinue sales to any dealer whose distribution or sales tactics result in a negative effect on our ability to compete or sell into a region or affects our customer's ability to compete or sell into a region. Christopher Guy reserves the right to selectively target our distribution partners based on the market penetration within a region.

TERMINATION OF THE AGREEMENT

Christopher Guy recognizes a dealer's ability and right to cease to do business with Christopher Guy at any time with or without cause. Christopher Guy reserves the right to cease business with any dealers or customers at any time with or without cause. This includes, but is not limited to the following:

- Marketing outside the defined marketplace
- Failure to maintain Christopher Guy's visual merchandising standards
- Misleading promotions either on website or on furniture floor
- Use of non-approved advertising or marketing materials
- Failure to pay invoices based on credit terms
- Unauthorized deductions on invoices
- Failure to maintain product availability
- Inadequate sales volume

Christopher Guy reserves the right to change pricing and/or terms and conditions as needed and without notice. All sales are subject to the terms and conditions found on:

www.christopherguy.com

Christopher Guy Client Services : 1.800.476.9505

1.323.509.3034

clientservices.us@ChristopherGuy.com

SHOWROOMS :

LAS VEGAS

LVDC
495 S. Grand Central Pkwy.
Suite A-100
Las Vegas, NV 89106
T: 702.476.5511
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NEW YORK

NYDC
200 Lexington Ave.
Penthouse, Suite N°1601
New York, NY 10016
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F: 212.684.2123

WEST HOLLYWOOD

8900 Beverly Blvd.
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West Hollywood,
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F: 310.461.3263

HIGH POINT

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