

USA inc.SANSHA (USA) Inc, - GENERAL BUSINESS CONDITIONS TERMS

1) ACCEPTANCE OF CONDITIONS OF SALE

The present General Conditions of Sale shall apply to every contract of SANSHA (USA) Inc. . (“Sansha”) for the sale of dance footwear, accessories, apparel, created, invented and produced by the latter (“Merchandise”) to any company or entity (“Buyer”), who has purchased or agreed to purchase merchandise from Sansha unless Sansha otherwise specifically agrees in writing.

By placing any order with SANSHA (USA) Inc. , the Buyer accepts in full these General Conditions of Sale. Any other terms or conditions which may at any time be indicated by the Buyer, in the Buyer’s order from or otherwise shall be null and void and of no effect, even if not expressly objected to by Sansha.

2) ACCEPTANCE AND CONFIRMATION OF ORDER

All orders of the Buyer are subject to Sansha’s approval. No order of the Buyer will be binding upon Sansha. Every order of the Buyer will be binding on the Buyer unless and until is rejected in writing by Sansha.

3) PRICES and ORDER LEVELS

Unless otherwise specifically agreed by Sansha in writing, the Buyer will pay the prices of Sansha for the merchandise in effect at the time of shipment , equal to the published prices on the BtoB web site . All prices are for delivery ex warehouse in Leland, NC, excluding transportation, freight and insurance.

The minimum order to benefit from Sansha’s trade prices (a.k.a “wholesale price list) is \$150, excluding freight costs.

The minimum level of purchases per calendar year to keep a trade (wholesale) account active is \$2000. Any buyer who did not reach this

level will have to re-open his-her trade account by effecting a \$2000 initial purchase.

4) DISCOUNTS AND ALLOWANCES

Except as otherwise agreed by SANSA USA INC. in writing, the Buyer will not be entitled to any discount or allowance of any kind. No agent of Sansha is authorized to agree to any such discount or allowance on behalf of Sansha. Discounts and promotions displayed on the BtoB website are valid whilst displayed, but no longer. No claim for expired discounts –offers-promotions will be entertained.

5) DELIVERY TIME AND TERMS

Any delivery dates specified by Sansha will be deemed to be estimates only. In no event is the time of delivery of the merchandise of the essence. Sansha reserves the right to cancel, suspend or delay, whole or in part, any orders due to any event in the nature of force majeure or beyond Sansha's control. Sansha also reserves the right to discontinue particular merchandise in response to production and market requirements and demands. The Buyer waives any and all claims and rights relating to any cancellation or delay in delivery of the merchandise including, without limitation, any and all claims for or rights to direct, indirect, incidental, consequential or other damages or compensation.

6) RISK OF LOSS

Irrespective of the terms of sale which may be specified, and irrespective of whether the transportation or shipping charges are paid by Sansha, all risk of loss or damage to the merchandise shall pass to the Buyer upon delivery of the merchandise by Sansha to a carrier and any claim for loss or damage shall be made by the Buyer solely against the carrier.

7) TECHNICAL DATA AND DOCUMENTS RELATED TO THE SUPPLY

Weights, dimensions, prices, performances, colors, pictures and other information, including samples characteristics, indicated in Sansha's catalogues, price lists, circular letters or other sales and technical literature are merely indicative and not binding unless SANSHA expressly refers to them in its quotation or order confirmation. SANSHA reserves the right at any time to make changes to its products technical specifications, colors and aspects, priory informing the Buyer in writing in case the above changes are substantial.

8) TITLE RETENTION

Until Sansha collects in full all amounts required to be paid by the Buyer for the Merchandise, in accordance with any law in effect in North Carolina, the Merchandise will remain the property of SANSHA USA Inc. In case the Buyer fails to performs his obligations as specified in art. 3 and 9, SANSHA has the right to immediately retrieve the goods, wherever they are located. The Buyer already authorizes SANSHA to enter the place where the goods are delivered by or for the Buyer. The Buyer grants SANSHA irrevocable power of attorney to decide, at the discretion of this latter, which goods have been paid for by the Buyer, and which have not. All costs connected with the retrieving of the goods are at the Buyer's expense. Additionally, SANSHA is entitled to charge any damage caused to the goods or any reduction in the value of the goods to the Buyer.

9) PAYMENT TERMS

The Buyer shall make payment at SANSHA's bank account in accordance with the provisions of the sales Contract. For no reason, may the Buyer delay or suspend the payment, notwithstanding any claim, including, without limitation, any claim for any alleged defect, fault or irregularity in the merchandise, without prejudice to the right to

claim any amounts that the letter can prove to have been unduly paid. Acceptance by Sansha of any check, draft, promissory note or other instrument will not constitute payment until Sansha has collected the full amount by transfer and/or final credit in the bank account. In the event of any delay in payment, even partial, Sansha shall have the right to suspend deliveries and may, at its option require immediate payment of all sums owned by the Buyer, or guarantees or terminates the contract. In the event Sansha does not receive any payment by the due date, the Buyer shall pay to Sansha interest on the unpaid amount, from the due date to the date payment is actually received by Sansha, at a rate of ten percent (10%) per year. Irrespective of any payment or credit terms specified or agreed to by Sansha, Sansha may, in its sole discretion, at any time, require payment before shipment of all of the Merchandise. If Sansha believes that the Buyer's ability to make the payments required by the contract is or may become impaired, Sansha may, in its sole discretion, terminate the contract, and the Buyer remaining liable to pay for any merchandise already shipped. In the event that the Sansha takes proceedings to retrieve any sum due by Buyer or avails itself of any right pursuant to this contract, including title retention, Buyer must refund Sansha of all express, charges and fees arising out of judgment.

10) WARRANTIES

Except for such express written warranties, Sansha makes no warranty, express or implied, with respect to the merchandise, including, without limitation, any warranty of merchantability or fitness for any particular purpose. Upon receipt of the merchandise, Buyer must subject it to an accurate check of this latter. The Buyer takes full and complete responsibility for ascertaining whether the merchandise meets the requirements of or is suitable for the Buyer's intended use. The Buyer acknowledges that variations in color, tone and shade are characteristics of the merchandise and are inherent and unavoidable. Under no circumstances does Sansha make, or shall Sansha be deemed to have made, any warranty, express or implied, by

reason of any statement, description or illustration in any brochure or other literature.

11) CLAIMS

Any breach of warranty or other claim by the Buyer of any and every kind, including, without limitation, claims for defects, must be specific and must be made in a writing dispatched to Sansha, by registered USPS mail, to Sansha's office, return receipt requested, in any event, not later than 15 days from the date of receipt of the merchandise with respect to which the claim is made. Failure to make any claim in such manner or within such time shall constitute an irrevocable acceptance of the merchandise and an admission by the Buyer by the merchandise fully complies with all the specifications of the Contract. Having made a claim in the manner and within the time mentioned, Buyer must keep the merchandise with respect to which the claim is made at the disposal of Sansha for any checks. No merchandise may be returned by the Buyer without the prior written authorization of Sansha. In the event of any ascertained defects, Sansha may, at its election, either replace the merchandise affected or cancel or terminate the Contract and effect a refund, in whole or in part, without any obligation to replace any merchandise. The Buyer waives any and all other claims, including, without limitation, any and all claims for or rights to direct, indirect, incidental, consequential, punitive or other compensation or damages, and any and all rights to terminate or cancel the contract, in whole or in part.

12) LIABILITY

The total liability of SANSHA , on all claims of any kind, whether in contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, arising out of the performance or breach of the contract or use of any product, shall not exceed the value of the product such liability is related to. In no event shall SANSHA be liable for loss of profit or revenues, loss of use of the Merchandise, claims of Buyer's or

third parties for such damages, or for any special, consequential, incidental, indirect or exemplary damages.

13) INTELLECTUAL PROPERTY

Unless otherwise specifically agreed, any and all intellectual property rights in connection with the Merchandise shall always remain in the Sansha's exclusive and complete ownership under all circumstances whatsoever, notwithstanding any sale of Goods hereunder and whether the Merchandise shall be standard or designed or manufactured to a specific order.

Use of SANSHA' designs: copying or any kind of use of such intellectual property rights is not permitted without the prior approval of the intellectual property owner. The Buyer shall refrain at all times and for whatever purpose from infringing, contesting, disputing or questioning such rights, patents, trademarks, titles or interests, nor shall it aid or allow others to do so, regardless of whether directly or indirectly.

14) PERSONAL DATA USE

The Buyer is informed that all personal data provided to SANSHA , can be treated in accordance to the U.S. and North Carolina laws.

15) APPLICABLE LAW

The contract shall be governed by and construed in accordance with U.S. federal and North Carolina laws.

16) TERRITORIAL COMPETENCE - JURISDICTION

Should any litigation arise between SANSHA and the Buyer regarding the validity, interpretation, performance and cancellation of the contract agreed upon the present selling conditions, U.S. federal and North Carolina laws shall prevail.

17) RETURNING PROCESS

All items (except tights and underwear) can be returned within 14 days of receipt for a refund or a direct exchange for a different size/colour of the same product. In all cases, the returned items must be in their original condition which includes tags and any packaging. In the unlikely event that an item is returned to us in an unsuitable condition, we may decline to accept it and may send it back to you.

In the interest of hygiene, tights and underwear are non-returnable or exchangeable unless faulty.

18) EXCHANGE OR REFUND

Please allow 10 working days for us to receive and process the return. Once received, Sansha will inspect the return within 5 working days. The buyer will be notified by e-mail once the return has been received and processed.

Any refund will automatically be issued to the same card used to make the original purchase. Sansha will usually refund what the buyer paid for its' order but not the delivery charge unless the order was cancelled by Sansha, or if the product was faulty or wrongly selected.

Please retain proof of posting from the shipper. Without this Sansha cannot be responsible for any items that fail to reach Sansha. Sansha will ship back exchanges free of charge.

All goods being returned must be sealed in their original boxes or packaging, and then safely packaged. The buyer is responsible for the return of the items in their original packaging.

Marked, scuffed or dirty shoes and/or items displaying obvious evidence of wear will not be accepted. We are not responsible for any items that are returned to us in error. Returns or exchanges of items damaged due to normal wear and tear will not be accepted.