

Legal Notice

Use of this Website. This website is owned by Le Château Inc. (hereinafter the "Site Owner"), and is operated for your personal non-commercial use and information. Your use of this website is subject to the following terms and all applicable laws. By accessing and browsing this website, you accept, without limitation or qualification, these terms. If you do not agree with any of the terms, please do not use this website. You are responsible to ensure that your access to this website and material available on or through it are legal in each jurisdiction in or through which you access or view the site or such material.

Exclusion of Warranties. THIS WEBSITE AND ITS CONTENTS ARE NOT TO BE CONSTRUED AS AN OFFER TO SELL ANY PRODUCT OR SERVICE. The Site Owner makes no representation or warranty regarding the functionality, the good working order or condition of this website, its suitability for use, or that its use will be uninterrupted or error-free. ALL MATERIAL OR INFORMATION ON THIS WEBSITE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTIES OF ANY KIND. SITE OWNER AND ITS LICENSORS DISCLAIM ALL WARRANTIES OR CONDITIONS, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The information and materials on this website are not intended to provide specific technical, financial, tax, legal, business, accounting or other advice for your individual circumstances, and you should consult your own professional advisors to determine how any information or materials provided on this website apply to your individual circumstances. These exclusions are in addition to any specific exclusion otherwise provided in these terms and conditions. Because certain federal, state or provincial laws do not permit the exclusion of certain warranties, these exclusions may not apply to you.

Limitation of Liability. NEITHER SITE OWNER NOR ITS LICENSORS WILL BE LIABLE FOR ANY DAMAGES, EITHER DIRECT OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE, FOR USE OF OR INABILITY TO USE MATERIAL, PRODUCTS OR SERVICES OF ANY KIND, DELAY OF OR PARTIAL DELIVERY, TERMINATION OF RIGHTS OR LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, WHETHER ON A CONTRACTUAL OR EXTRACONTRACTUAL BASIS, EVEN IF EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR TO PROVIDE INDEMNIFICATION OR ANY OTHER REMEDY TO YOU OR ANY THIRD PARTY. Your sole and exclusive remedy is to discontinue using and accessing this website. Because certain federal, state or provincial laws do not allow the exclusion or limitation of certain damages, these exclusions may not apply to you.

Copyrights and TradeMarks. Material on this website, including but not limited to texts, images, illustrations, software, audio clips and video clips, is owned or otherwise provided by the Site Owner, and the Site Owner does not represent or warrant that such material does not infringe the rights of any other person or entity. The material on this website is protected in Canada by the Copyright Act and in other jurisdictions by applicable copyright legislation and by virtue of the applicable international treaties. Consequently, the material on this website may not be copied, reproduced, republished, downloaded, posted, transmitted, distributed or modified, in whole or in part in any form whatsoever, including but not limited to text, audio or video, without the prior written consent of the Site Owner. Trademarks, logos and service marks (collectively, "Marks") displayed on this website are registered or unregistered Marks of the Site Owner or others, are the property of their respective owners, and may not be used without written permission of the owner of such Marks. Nothing in this website is to be interpreted as conferring a right to use the Marks or the material protected by the Copyright Act or other applicable copyright legislation.

Notwithstanding the foregoing, the Site Owner authorizes you to make one electronic or paper copy of the information posted on any page of this site provided that the copy is used solely for non-commercial, personal purposes and, in each and every case, provided that any such copy remains protected by all copyright, trademarks, service marks and other proprietary notices and legends contained on such website. This license does not include any resale of this site or its contents; any collection of product listings, descriptions or prices; any other derivative use of this site or its contents; any downloading or copying of information for the benefit of any merchant; or any use of data mining, robots, or similar data gathering and extraction tools. You may not frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout, or form) of the Site Owner and its affiliates without express written consent of the Site Owner. You may not use any meta tags or any other "hidden text" utilizing the Site Owner's name or trademarks without the express written consent of the Site Owner. Any

unauthorized use of this site and/or its contents terminates the permission or license granted by the Site Owner.

Confidentiality of the information transmitted. You acknowledge that information or material which you provide electronically through your access to or usage of this website is not confidential or proprietary, except as may be required under applicable law, and acknowledge that unprotected e-mail communication over the Internet is subject to possible interception, alteration or loss. You represent and warrant that the information or material which you provide electronically to the Site Owner by accessing or using this website does not infringe the rights of any other person or entity. You consent to the Site Owner using that information or material, in whole or in part by any means whatsoever, including reproducing, retransmitting or publishing this information or material or ideas, concepts or other information contained therein for the commercial purposes of the Site Owner or the disclosure of your identity, in accordance with the Site Owner's Privacy Policy ([click here for Privacy Policy](#)).

Electronic Communications. When you visit this website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Surveillance. The Site Owner may monitor the access to its website and other activities in relation to its website and may intervene in this regard. However, the Site Owner makes no representation and gives no warranty to that effect. You consent to such surveillance and intervention, if the Site Owner ever decides to do it.

Links. Links and references to other websites are provided to you as a convenience only. The Site Owner has not reviewed and does not expressly or implicitly endorse other websites or any information or material, or the accessibility thereof, via such links, and does not assume any responsibility for any such other websites, information or material posted thereon, or products or services offered thereon. You may not create links from other websites to this website, except if expressly permitted by the Site Owner. (To obtain permission, contact our Website administrator at comments@lechateau.ca.)

Accuracy of the Information. While the Site Owner may update the information or materials on this website from time to time, no assurance is given that information or material on this website is up-to-date, accurate, error-free or complete.

Viruses, etc. The Site Owner does not represent or warrant that the information or material, including the downloadable software, accessed from or through this website will be uninterrupted or free of errors, defects, viruses or other harmful components, or that any such problems, which are discovered, will be corrected.

PRICE, PRODUCT DESCRIPTION AND AVAILABILITY INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE. ALL PRICES QUOTED ARE IN CANADIAN DOLLARS.

Damage to Others. You agree not to introduce into or through this website any information or materials which may be harmful to others. Moreover, you agree not to include, knowingly or otherwise, any error or defect in material or information which may, among other things, be a libel, slander, defamation or obscenity, or promote hatred or otherwise give rise to a criminal offence or civil liability on the part of any person or entity.

Reserve of Rights. All rights not expressly granted in these terms are reserved to the Site Owner. Nothing contained in these terms shall be construed as conferring by implication, estoppel or otherwise any license or right under any copyright, patent, trademark or other intellectual property right of Site Owner or any other person or entity.

Governing Law. This site is controlled and operated by the Site Owner from Montreal, Quebec, Canada and these terms shall be governed by the laws of the Province of Quebec and the laws of Canada applicable therein without reference to principles of conflict of laws. You agree to be bound by such laws and to submit to the jurisdiction of the courts of Montreal, Quebec Canada in

connection with the interpretation or application of these terms. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Changes to Terms / Severability. The Site Owner may modify, alter or otherwise update the terms applicable to this website from time to time. We will notify you of any such modifications to this website by posting notice of such changes on this website. Following the posting of such changes, your continued use of this site will constitute your acceptance of these terms and other policies, as modified. You will be bound by such changes. If any one of these conditions shall be deemed invalid, void, or for any reason unenforceable, such condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

Jurisdiction. This website is controlled and operated by the Site Owner from Montreal, Quebec, Canada. The Site Owner makes no representation that materials on the website are appropriate or available for use in other locations. Those who choose to access this website from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

Cookies. We may use "cookies" to track your preferences and activities on Le Château Inc.'s website. Cookies are small data files transferred to your computer's hard-drive by a website. They keep a record of your preferences making your subsequent visits to the site more efficient. Cookies may store a variety of information, including, the number of times that you access a site, your registration information and the number of times that you view a particular page or other item on the site. The use of cookies is a common practice adopted by most major sites to better serve their clients. Most browsers are designed to accept cookies, but they can be easily modified to block cookies; see your browser's help files for details on how to block cookies, how to know when you have received cookies and how to disable cookies completely. You should note, however, that without cookies, some of the website's functions will not be available, and the user will lose some of the benefits of the site.

No Waiver. The failure of the Site Owner to enforce any provisions of these terms or to respond to a breach by you or any third party of these terms shall not in any way waive the right of the Site Owner to subsequently enforce any of the terms and conditions contained herein or to act with respect to similar breaches.

Entire Agreement. These terms, together with all other agreements, terms or conditions incorporated or referred to herein constitute the entire agreement between you and the Site Owner with respect to the use of this website and its contents, and supersede any prior understandings or agreements (whether electronic, oral or written) regarding the subject matter hereof, and may not be amended or modified except in writing, or by the Site Owner's making such amendments or modifications available to it pursuant to the terms hereof.

Termination. The Site Owner reserves the right, at its sole discretion, to terminate your access to all or any part of this site, with or without notice.

Headings. The headings used herein are inserted for convenience of reference only and do not affect the construction or interpretation of the terms and conditions herein.

Last updated: September 2005

FORWARD-LOOKING STATEMENTS

This website and its contents may contain forward-looking statements relating to Le Château Inc. (the "Company") and/or the environment in which it operates that are based on the Company's expectations, estimates and forecasts. These statements are not guarantees of future performance and involve risks and uncertainties that are difficult to predict and/or are beyond the Company's control. A number of factors may cause actual outcomes and results to differ materially from those expressed. These factors include those set forth in the various public filings of the Company. Therefore, readers should not place undue reliance on these forward-looking statements. In addition, these forward-looking statements speak only as of the date made and the Company disavows any intention or obligation to update or revise any such statements as a result of any event, circumstance or otherwise.

Factors which could cause actual results or events to differ materially from current expectations include, among other things: the ability of the Company to successfully implement its strategic initiatives and whether such strategic initiatives will yield the expected benefits; competitive conditions in the businesses in which the Company participates; changes in consumer spending; general economic conditions and normal business uncertainty; customer preferences towards product offerings; seasonal weather patterns; fluctuations in foreign currency exchange rates; changes in the Company's relationship with its suppliers; interest rate fluctuations and other changes in borrowing costs; and changes in laws, rules and regulations applicable to the Company.