

GENERAL TERMS AND CONDITIONS FOR THE ALLOCATION OF A BERTH AT THE CHÂTEAU MARINA

PROVIDER'S PRESENTATION

BREST'AIM, semi-public company of Brest Métropole, with a capital of 6.240.000 €, registered at the clerk's office of the court of BREST under number 311 294 904, public service delegation holder for the Château Marina by leasing agreement until the 31th of December 2024 and acting for and on behalf of Brest Métropole.

The contact details of the provider's head office are as follow : BREST'AIM, public service delegation holder for the Château Marina, Centre d'affaires de Coat-ar-Gueven, 3 rue Dupleix BP 91039 - 29210 BREST cedex 1, France – +33.2.98.00.96.00 – contact@brestaim.fr.
All complaints should be addressed to : Marina du Château – Bureau du port – BP 91039 – 29210 BREST CEDEX 1, FRANCE – +33.2.98.33.12.50 – chateau@marinasbrest.fr.

PREAMBLE

These general terms and conditions are attached to the annual berth contract. Together with the latter, they constitute an indivisible whole and the contractual document that the customer undertakes to respect.

These conditions are governed by the concession specifications of the marina, the leasing agreement, the police regulations of the harbour and the rates approved by the regional authority.

Any person entering within the limits of the harbour premises shall be subject to these provisions and obligations. He/She is required to comply with the regulations in force, in particular with regard to speed limits, parking restrictions and bans, the use of storage areas, restrictions of access to pontoons and other equipment. He/She must also comply with security measures communicated by any means throughout the port area.

TITLE 1 – ANNUAL BERTH APPLICATION – WAITING LIST

Applications are classified according to the date of receipt of the application and the length of the boat. Berths are proposed in order of registration, taking into account the compatibility of the available berth with the characteristics of the boat (Length, width, draught, weight).

The yachtsman is informed by BREST'AIM of the availability of the berth, as well as its characteristics (its number in particular), with communication of the present General Terms and Conditions. In the event of acceptance by the yachtsman of the allocated berth, the yachtsman has ten (10) working days to return the duly signed contract to BREST'AIM. Otherwise, the berth is automatically re-allocated by BREST'AIM.

In the event of express refusal by the yachtsman of the allocated berth, or in the absence of a response from him/her within three (3) working days of notification of the availability of the berth, the site is automatically re-allocated by BREST'AIM. Three refusals from the customer result in automatic removal from the waiting list. For the purposes of this clause, the refusal may correspond to either of the following hypotheses :

- Express refusal of the berth ;
- Failure to reply within three (3) working days ;
- Failure to return the signed contract within ten (10) working days.

In the event that the yachtsman is already a BREST'AIM customer under a "seasonal" contract as described below, the customer shall continue to be governed by the terms of his seasonal contract, in particular by the price conditions of said contract . In addition, the yachtsman must specify in writing to BREST'AIM whether he wishes to remain on the waiting list . If not, his request will be automatically removed from the waiting list.

Registration on the waiting list is invoiced by BREST'AIM each year on the basis of the current rate.

TITLE 2 – CONTRACT FORMATION

The allocation of a berth is confirmed by the drawing up of a leasing contract duly signed by each of the parties.

Allocations are made in accordance with the conditions mentioned in TITLE 1, BREST'AIM reserves the right to check the information given in the customer's request, in particular the dimensions. Any false declaration shall render the application null and void.

Article 2.1 – Insurance

Whatever the type of contract taken out - annual or seasonal (pontoons or dock) - the customer acknowledges that the communication to BREST'AIM of its insurance certificate, as mentioned in article 8.2, is an essential element, without which BREST'AIM would not have consented to the conclusion of this contract. In this respect, in the absence of such communication by the client within 10 days from the date of effective presence of the client's boat in the marina, BREST'AIM reserves the right to :

- Apply to the customer, as of right and without prior formal notice, a penalty equal to 20 euros per day of delay ;
- To terminate the present contract as of right and with immediate effect, by registered letter with acknowledgement of

receipt, if the customer, after formal notice sent by registered letter with acknowledgement of receipt to communicate his insurance certificate, does not comply with it within eight (8) days. In such a case, the customer undertakes to remove the boat within a maximum period of 10 days from the notification of termination of the contract by BREST'AIM. Should the yachtsman fail to remove the boat, the provisions of article 11 shall apply.

Article 2.2 – Right of withdrawal

With regard to the individual customer, and to the express exclusion of the professional customer, when the contract is concluded at a distance, within the meaning of Article L.221-1 of the Consumer Code, the individual customer has the right to withdraw within fourteen (14) days following the date of conclusion of the contract. Individual customers may exercise their right of withdrawal without having to justify their reasons or pay a penalty, using the standard withdrawal form attached hereto or by any other unambiguous statement addressed to BREST'AIM expressing their wish to withdraw. The declaration of withdrawal should be sent by post to the following address : Marina du Château – Bureau du port – BP 91039 – BREST CEDEX 1, France or by mail : chateau@marinasbrest.fr

When the right of withdrawal is exercised, BREST'AIM shall reimburse the individual customer for all sums paid, at the latest within fourteen (14) days from the date on which it is informed of the exercise of the right of withdrawal, subject to the details below. The individual customer is expressly informed that if he wishes the execution of the contract to begin before the end of the above-mentioned withdrawal period, he must address his express request to BREST'AIM by any means. In such a case, if he or she finally exercises his or her right of withdrawal, the individual customer shall remain bound to pay BREST'AIM an amount calculated *pro rata temporis*.

TITLE 3 – CONTRACT'S OBJECT

BREST'AIM provides the client with a berth in the Château Marina to accommodate the boat defined in this contract. For technical and/or operational reasons, BREST'AIM may be required to change the number of the allocated berth, subject to the allocation of an equivalent location and the observance of a reasonable period of notice. **Any privatisation of the site is excluded.**

The boat must be perfectly identifiable : its name must be displayed on the transom ; the ship's papers and the property or rental titles in good standing must be presented to the port agents on request. The client guarantees the accuracy and completeness of the information relating to the boat transmitted to BREST'AIM and acknowledges that the berth allocated is in particular a function of said information.

TITLE 4 – CONTRACT DURATION

The provision of a berth is granted for the duration defined in the leasing contract.

Article 4.1 – Annual contracts

The annual contract shall enter into force on the date of signature and end on the 31st of December of the following year. By way of illustration, if signed on the 31st July 2018, the contract will end on the 31st December 2019. The contract may then be renewed by **tacit agreement** for successive periods of one (1) year.

At the end of the initial period, or at the end of each annual period, if the customer wishes to leave the marina definitively, he is obliged to inform BREST'AIM in writing. This cancellation must be made via the "Contract cancellation" form (to be picked up at the port office or downloaded from the port's website www.marinasbrest.fr), subject to at least two (2) months' notice.

Article 4.2 – « Stopover » and « seasonal » contracts

Days stopover : the day is counted from 12 hours to 12 hours. Any day started is due. The "day" rate is reduced by 50% from the 1st of October to the 31st of March and by 25% from the 1st of April to the 31st of May.

Week stopover : it is stopover of 7 consecutive days. The "week" rate is subject to full payment at the beginning of the period. The rate is reduced by 50% from the 1st of October to the 31st of March and by 25% from the 1st of April to the 31st of May.

Monthly Seasonal : it is a stopover of 30 days. The "monthly" rate is subject to full payment at the beginning of the period. The contract is tacitly renewed for periods of one month until the actual departure of the boat.

Winter rates : These are two quarters, from the 1st of October to the 31st of December, or from the 1st of January to the 31st of March. The rate, which cannot be split, is subject to full payment at the beginning of the period. From the 1st of April, if the boat is still present, the yachtsman is automatically subject to the Monthly Seasonal status. From the 1st of October, the yachtsman will have the option to either remain on the Monthly Seasonal status or to commit again to the Winter rates.

Article 4.3 – Consequences of the termination of the contract

On the date of termination of the contract, whatever the reason, the client undertakes to proceed with the removal of the boat within a maximum period of 10 days. A penalty of 20 euros per day of delay will be automatically applied by BREST'AIM.

Furthermore, if the boat is not evacuated within the set deadline, it may be put ashore by BREST'AIM at the customer's expense, risk and peril.

TITLE 5 – SCOPE OF APPLICATION - OPPOSABILITY

These general terms and conditions apply to professional and private customers. Some stipulations hereof are applicable exclusively to the professional customer or to the private customer, and will be identified as such. The reservation of a berth entails, on the one hand, full and complete adherence and acceptance of these conditions by the client and, on the other hand, the renunciation of any to rely on

any contradictory document made unenforceable against BREST'AIM, regardless of when it may have been brought to its attention. The initiative to reserve a berth is the sole responsibility of the client.

The present conditions are available at the harbour office. As these general conditions may be subject to subsequent modifications, the version applicable to the client's reservation is the one in force on the date the contract is signed. Any new versions of the general terms and conditions will be sent by post to the customer, who will have a period of 15 days to return them duly signed to BREST'AIM. In the absence of a demonstration on its part within one month, the new general terms and conditions will be considered accepted by the customer. In the absence of proof to the contrary, the data recorded in BREST'AIM's systems shall constitute proof of all transactions concluded with the customer.

TITLE 6 – FINANCIAL CONDITIONS - TERMS OF PAYMENT

Article 6.1 - Fee

The berth is made available at the price stated in the contract, determined in accordance with the current rates approved by Brest Métropole, depending on the duration of the contract. The price includes VAT at the current rate.

These rates are firm and non-revisable from the 1st of January to the 31st of December, with BREST'AIM reserving the right to modify its rates every 1st of January, which the customer expressly acknowledges. The new rates are systematically communicated to the customer by email and displayed at the marina and on its website, at least two (2) months before their effective date. In the event of a price increase, the customer bound by an annual contract in its initial period shall have the option of asking BREST'AIM in writing to terminate the contract, subject to two (2) months' notice. In the case of termination before the 31st December of the first year, the harbour charges will be recalculated on the basis of the monthly rates.

Article 6.2 – Basis for invoicing

The rates basis is the overall length including fixed fittings. BREST'AIM systematically carries out the measurement of the boat. In the event of a disagreement, BREST'AIM will measure the length of the boat in accordance with the aforementioned conditions in the presence of the customer in order to establish the said measurements contradictorily.

Multihulls occupying a finger berth are charged on the basis of their overall length multiplied by 1.5. On open areas on land, the pricing basis is the overall surface area: the above length defined by the maximum width of the boat.

Article 6.3 – Payement

The harbour fees are at the expense of the boat owner, a BREST'AIM customer. In the case of jointly owned boats, the co-owners are jointly and severally liable for the payment of fees without being able to invoke the benefits of discussion and division which they expressly waive.

In the case of annual contracts, the customer undertakes to pay the fee either in full on conclusion of the contract or by direct debit in instalments in accordance with the allocation for an annual berth contract. In this case, the customer must make the request at the start of the contract or at the time of its renewal. The client must provide the secretariat with his bank account details and a duly signed direct debit authorisation. Failure to comply with two (2) agreed instalments shall result in the suspension of the instalments and, without the need for a formal notice, the requirement to pay in full the sums due by return.

A penalty of 12% will be applied to the amount due or remaining due without the need for prior formal notice.

For the other types of contract, the customer undertakes to pay the full amount due at the beginning of the availability period and for the duration of the contract.

For professional customers, in the event of non-payment within the prescribed time limit, dunning procedures result in the application of recovery costs of a lump sum of forty euros (not subject to VAT).

TITLE 7 – RESPONSIBILITIES AND OBLIGATIONS OF BREST'AIM

Article 7.1 – Responsibility

BREST'AIM is insured against risks for which it is responsible. BREST'AIM cannot be held liable for damage caused by third parties to its clients' boats, nor for theft and damage that may be caused throughout the harbour area on land or on the water. It cannot be held responsible for damage caused by a broken mooring line or insufficient fenders.

In the event of force majeure duly noted, as defined by French law and case law, BREST'AIM cannot be held responsible for damage or destruction occurring to the boats by the dismantling or total or partial disappearance of works in the port. The custody and conservation of the boats and their equipment are not the responsibility of BREST'AIM, which cannot be held liable for loss or damage not resulting from its fault or that of its agents.

Under no circumstances shall the contractual relationship between BREST'AIM and the Customer be qualified as a custody contract hereunder.

Article 7.2 – Services

The services included in the rates are as follows: means and accessories for mooring (excluding mooring lines themselves), supply of fresh water for on-board consumption, supply of electricity, provision of containers for the collection of household waste, waste oils, glass and soiled products from careening, provision of boats' liquid effluent recovery, meteorological, nautical and tourist informations, mail service (mail is kept 15 days maximum; service exclusively reserved for the contract holder residing on board) and use of sanitary facilities.

For safety reasons, no unoccupied boat can remain connected to the water and electricity distribution network. In any case, any damage suffered or caused by the boat, in particular to neighbouring boats and to the harbour infrastructures, and which would result from an unattended connection, will be the exclusive responsibility of the client.

The services, other or complementary to those detailed above, may be the subject of contracts and special charges levied in addition to the harbour fees.

Any case of force majeure, as defined by French law or case law, or any impediment beyond the control of BREST'AIM gives it the possibility of postponing, suspending, reducing or cancelling the planned service, it being specified that BREST'AIM is in any event only bound by an obligation of means in the context of the provision of its services hereunder.

TITLE 8 – CLIENT RESPONSIBILITIES AND OBLIGATIONS

Article 8.1 – A berth is reserved for the boat, the characteristics of which are detailed in the contract. The client must provide the harbour office with a copy of the registration papers of the boat designating the owner of the boat.

Article 8.2 – **The client must provide proof of insurance covering his liability for the following risks when signing the contract : civil liability, damage to works, refloating and removal of the vessel within the limits of the harbour area (basins and channels). The dates of validity must be indicated on the certificate provided to BREST'AIM.**

Article 8.3 – The customer's boat must be perfectly identifiable by its name on the transom. Unidentifiable or dangerous boats may be moved or put ashore, after formal notice by registered letter with acknowledgement of receipt, at the customer's expense, risk and peril.

Article 8.4 – The client must maintain his boat in a good state of maintenance, buoyancy and safety. In addition, the boat must be able to be moved at any time by the client or his representative at the request of BREST'AIM.

Article 8.5 – The customer is obliged to: inform BREST'AIM of any changes (address, telephone, boat characteristics, etc.), register on the waiting list if they are considering a change of boat whose characteristics require the allocation of a new berth (the date chosen will be that of the initial registration at the Marina du Château provided there is no interruption between the two contracts), inform of any disaster occurring at his berth, report without delay and in writing any damage that may occur, failing which he will be held personally liable for it, take all the appropriate precautions and measures to avoid:

- Theft, burglary, criminal or delinquent acts of which he is likely to be a victim in occupied premises ;
- Damage caused by improper mooring or the breakage of an element fixed to the boat or any other event (particularly related to weather conditions);
- Pollution of harbour waters.

Stopover boats: the skippers of stopover boats are required to make themselves known to the harbour's services when they use the harbour facilities. They must imperatively fill in the stopover form and provide all the information concerning the boat and the people on board, so that the invoice corresponding to the stay can be drawn up. Boats arriving outside working hours must make this declaration as soon as the office opens.

Failing this, BREST'AIM will draw up a form and make every effort to obtain the said information in order to draw up the invoice and recover the due sums.

Article 8.6 - If the client decides to hire or lend his boat to a third party for sailing, he must inform BREST'AIM. Under this condition and provided that the rental or loan does not exceed thirty days, this contract remains valid. Under no circumstances is it permitted to rent or lend the boat for accommodation purposes only. The customer named in the contract remains solely and exclusively liable to BREST'AIM for the obligations resulting from these conditions and guarantees BREST'AIM against any failure due to the fault of the tenant or borrower.

Article 8.7 - In the event of abandonment of the boat (absence or manifest lack of maintenance of the boat), this contract may be terminated by registered letter with acknowledgement of receipt. The precautionary measures taken by BREST'AIM remain at the expense and risk of the customer.

TITLE 9 – TRANSFER OF RIGHTS AND OCCUPATION OF BERTHS

Article 9.1 – Transfer of the right of use

The contract is concluded for the exclusive benefit of the designated client and only for the boat and the period indicated. Under no circumstances may the customer transfer his right of use, rent, substitute or lend the concerned berth.

Article 9.2 – Sale of the boat - Transfer of the right of ownership or use of the boat

The client must inform BREST'AIM, in writing, of the sale of his boat. The new owner must, if he wishes to benefit from a berth in the marina, apply to BREST'AIM and register on the waiting list. Under no circumstances does the fact that the boat occupies a berth on the day of sale create a priority for the new owner.

Resale right in the event of death: the heir may retain the right to use the site in accordance with the terms of the contract, subject to

submitting a request with supporting documents within six months (general rules of inheritance).

Co-ownership: the co-ownership relates to the boat and not to the berth in the harbour, which is always allocated to the sole signatory of the contract. As the right of use is exclusive and non-transferable, there can be no right of resale for the other co-owners. No changes to the co-ownership are accepted within two years of the contract being drawn up, except in the event of the death of the signatory co-owner.

Long-term absence: If the client wishes to temporarily leave the harbour and has held annual contracts for more than five (5) years, he will be able to find a place for the same boat under an annual contract for an absence of a minimum of one (1) year and a maximum of two (2) years. However, BREST'AIM cannot guarantee the same berth on return. These measures will be confirmed in writing.

Article 9.3 – Occupancy of the berths

Allocation of berths: apart from stopover boats, which must moor in the berths reserved for this purpose, the number of the berth is fixed by BREST'AIM when drawing up the mooring plan. The purpose of adopting this provision is to facilitate the operation of the harbour.

Privatisation of the berths must be excluded. As a result, and insofar as circumstantial imperatives (nautical events, safety or work) related to operations so require, BREST'AIM may, at any time, change the berth originally allocated. These movements do not entitle the client to any compensation. The installation of fixed moorings does not confer any additional occupancy rights.

Temporary abandonment: In the event of temporary abandonment of a berth for a period exceeding 5 consecutive days, the client must notify the harbour office of his departure. If not been notified, BREST'AIM will consider the berth to be available and will dispose of it at the end of the 6th day.

If the client has not informed BREST'AIM of his return within a minimum of 24 hours, the client may be assigned a temporary berth until the berth in question is vacated.

Article 9.4 – Professionals

The professional customer may not carry out any commercial activity in the reserved area unless BREST'AIM has given its express, written and prior agreement, and in any case under the exclusive responsibility of the professional customer.

TITLE 10 – OTHER SERVICES

Article 10.1 – Ashore stays

Ashore stays are subject to the same rules as berth moorings, including the obligation of insurance. The basis for invoicing is the area calculated by multiplying the overall length by the maximum width of the boat.

Clients with a year-round contract benefit from a space ashore, within the limit of available spaces. The existence of this annual contract does not imply the systematic provision of a space ashore.

Handling operations remain the responsibility of the client as well as the rental of cradles within the limits of available stocks.

Article 10.2 - Towing

Towing is carried out at the client's request and invoiced at the current rate. In the event of non-compliance with the berth occupation rules, the towing initiative may be taken by BREST'AIM at the client's own risk and expense. If it is necessary to move the boat for technical, safety or nautical event hosting reasons, towing is the responsibility of BREST'AIM and involves its liability.

Article 10.3 – Careening and grounding slipways

Access to the slipways is free of charge for all customers with annual or seasonal contracts, for a maximum period of 24 hours, unless otherwise agreed by BREST'AIM. Overruns are invoiced, per day, at the current rate.

Any boat stranded on the slipways and preventing the free movement of lifting equipment will be moved at the expense, risk and peril of the client.

Article 10.4 – Sanitary – Laundry

Access to these facilities is restricted to the harbour clients who must ensure that the premises are kept in a good state of cleanliness. Any malfunction or damage will be immediately reported to the harbour office.

TITLE 11 – TERMINATION OF CONTRACT – APPLICABLE LAW AND LANGUAGES DISPUTE

In the event of failure to comply with the regulations in force or any of the above clauses, BREST'AIM may terminate the contract at any time (by registered letter with acknowledgement of receipt) and order the immediate departure of the boat. If the boat is not evacuated within the set time limit, it will be put ashore at the expense, risk and peril of the client. This procedure does not determine the measures of litigation, nor the invoicing of the harbour fees.

Any misrepresentation or failure to declare changes in the information contained in the contract may result in the termination of the contract.

In the same way, the customer has the right to terminate the contract as of right and with immediate effect, by letter with acknowledgement of receipt, in the event that BREST'AIM fails to comply with one of its essential obligations hereunder.

These general terms and conditions for the allocation of a berth and the operations arising from them are governed and subject to French law. They are written in French. If they are translated into one or more foreign languages, only the French text will be authentic in the

event of a dispute.

All disputes to which the operations concluded in application of these general terms and conditions may give rise, concerning their validity, interpretation, execution, termination, consequences and follow-up, and which have not been resolved between the customer and BREST'AIM through conventional mediation, will be submitted to the competent courts under the conditions of common law

Individual clients are therefore informed that they may in any case have recourse to conventional mediation, in particular with the Consumer Mediation Commission or with existing sectoral mediation bodies, or to any alternative dispute resolution method (e.g. conciliation) in the event of a dispute.

TITLE 12 – PERSONAL DATA

BREST'AIM is responsible for processing and collecting personal data concerning the client in order to process the client's request for a berth in the marina, to ensure the execution of the contract, to draw up the corresponding invoices and to respond to the client's requests and/or complaints. Data processing is therefore carried out on the basis of the execution of a contract concluded between the client and BREST'AIM.

BREST'AIM ensures that it only collects data that is strictly necessary for the purposes of the processing that is carried out.

The customer's personal data is solely intended for BREST'AIM.

The customer's personal data will only be kept for the time necessary to manage the relationship with BREST'AIM, and for a maximum of three (3) years thereafter, except in the event of legal or regulatory obligations imposing a specific retention period for certain documents or information.

The customer can exercise his rights of access to his personal data, of correction or deletion, as well as of limitation of the processing concerning him. The client may also exercise his right to the portability of his data. Finally, the client may object to the processing of their personal data.

All these rights may be exercised by contacting BREST'AIM by e-mail at the following address: rgpd@brestaim.fr.

The customer also has the possibility of lodging a complaint with the CNIL in the event of violation of the provisions of Regulation (EU) 2016/679 of the 27 April 2016.

For security reasons and to avoid fraudulent applications, any request must be accompanied by proof of identity.

TITLE 13 – PRE-CONTRACTUAL CLIENT INFORMATION

The customer acknowledges having been informed, prior to the signing of the contract, in a legible and comprehensible manner, of these general terms and conditions for the allocation of a berth, as well as of the following informations:

- the characteristics of the berth;
- the price of the berth and the additional charges;
- in the absence of immediate execution of the contract, the duration of its validity;
- informations relating to the identity of BREST'AIM, its postal, phone and electronic contact details, and its activities, if not apparent from the context,
- informations on legal and contractual guarantees and how they are implemented;
- the possibility of have recourse to conventional mediation in the event of a dispute;
- informations on the processing of the various complaints;
- informations on a possible right of cancellation.

The fact that the client signs the availability contract implies, on one hand, his full and complete adherence and acceptance of these general terms and conditions and, on the other hand, his renunciation of any contradictory document that cannot be invoked against BREST'AIM. In the event of a dispute relating to the client's pre-contractual information, it is up to BREST'AIM to prove the proper performance of its obligations in this respect.

Name:

Name of the boat:

Date:

Signature:

APPENDIX
Standard withdrawal form
Article L221-1 from the consumption code

(Please complete and return this form only if you wish to withdraw from the contract.)

For the attention of the company BREST'AIM, located at Marina du Château – Bureau du port – BP 91039 – 29210 BREST CEDEX 1
FRANCE – + 3 3 (0) 2.98.33.12.50 – chateau@marinasbrest.fr

I/We (*) hereby notify you (*) of my/our (*) withdrawal from the contract relating to the sale (*)/for the provision of services (*) as below:

Ordered on the (*)/received on the (*):

Name of the consumer(s):

Address of the consumer(s):

Signature of the consumer(s) (only in the case of notification of this form on paper):

Date:

() Delete as appropriate.*