

ARTICLE 1 - APPLICATION OF TERMS:

These conditions of sale are concluded on the one hand, the company Electra Boat Services, registered with the RCS TOULON as No. Siret 488 773 359, hereinafter referred to as "Electra Boat Services" or "the company" and secondly, any person or entity wishing to use the services of Electra Boat Services, hereinafter referred to as "Customer".

ARTICLE 2 - PURPOSE OF TERMS:

These conditions of sale define the contractual relationship between the company and the customer that it is professional or unprofessional. The use of enterprise services involves an entire customer acceptance of these terms and conditions when they were brought to the attention of the contractors and the specific conditions that may be specified in writing at the time of order or invoice.

ARTICLE 3 - SERVICES OFFERS BOAT ELECTRA:

Article 3-1 - Presentation of the benefits of the company:

The services provided by Electra Boat Services are varied and concern the field of repair and ship maintenance.

Electra Boat Services operates especially to perform the following services:

- Navy Electricity
- Cold, ice maker, wine cellar
- Air conditioning, central chilled water
- Desalination
- Marine Electronics
- Hydraulics
- Maintenance contract

More info at: electraboatservices.fr

Article 3-2- Terms and conditions of the company's involvement:

The services will be carried out during Electra Boat Services working hours, i.e. between 8am and 6pm.

In case of emergency intervention or outside working days, the provisions of article 4-2-2 of these conditions will be applied.

ARTICLE 4 - ORDERING:

Article 4-1- Quotation:

For any service whose amount is greater than 150 € HT, the establishment of an estimate will be mandatory.

The quote will be free of charge if Electra Boat Services offers the offer, except:

- If prior information,
- if it requires a thorough study and stipulated in the estimate,
- if the client requests a complementary or paid expertise after the quote is drawn up.
- If the quote must be reworked several times at the request of the client (writing beyond 8 hours). and in this case, a fee of 400 € will be charged, even in case of non acceptance of the quote.
- If it involves a trip to the site, travel will be billed according to the legal rate, as well as the time spent on site.
- If it requires the maintenance of the contractor's commitment for a certain period of time, during which time it will bear the price changes.

The quote will be valid between 15 days and 1 month, it being specified that this duration will appear on the order form of the customer.

A signed quote has a contractual commitment value identical to that of a legal contract and is equivalent to a purchase order from the client.

After this period, Electra Boat Services reserves the right to apply a price revision clause following an increase in the cost of labor or raw materials (non-exhaustive list).

All services not explicitly mentioned in this proposal must be the subject of an amendment. The deadlines will be proportional to the nature of the act in addition.

Any material deposited for repair or expertise in the workshop giving right or not to an estimate will be charged a lump sum of 60 € if withdrawal of the customer or if the estimate is refused.

If the client does not accept the quote, he will have to pay the diagnosis at the hourly rate of the punctual service and the travel in force on the date of the quotation.

Article 4-2- Tariff:

- 1- The prices include all taxes and amounts and without VAT will be expressed clearly in the quote that led to customer agreement.
- 2- Exception if the vessel has legal VAT exemption papers and / or if the vessel is foreign (but the country to which it belongs is part of the EU) and the work is carried out abroad, the amounts will then be displayed without tax.

Only vessels as defined in Article L. 5000-2 of the Transport Code and designated in 2° of II of Article 262 of the General Tax Code (CGI) may qualify for the VAT exemptions provided for the operations referred to in 2°, 3°, 6° and 7° of II of Article 262 of the CGI.

- 3- Supply (sale) to taxable persons in a non-EU Member State :
The VAT exemption applies, mention to be made on the invoice, VAT exemption according to article 262 ter I of the CGI;
The DAU EXPORT documents, as well as the certificate of exit from the European Union, must be duly completed before the work.
In case of intervention, beyond 22h, weekdays, Sundays and statories holidays whatever the hour, it will be necessary to apply a 100% increase.
- 4- For any work carried out, either at the client's request or in the event of an emergency with the client's agreement, between 6pm and 10pm, on working days or on Saturdays whatever the time, the basic price of the service carried out will be increased by 50%.

In the event of intervention beyond 10pm on working days, Sundays and public holidays, regardless of the time of day, a surcharge of 100% will be applied.
- 5- Travel costs may be borne by the customer will be calculated using the last known tax schedule.
- 6- Electra Boat Services reserves the right to charge the client a risk premium in cases of provision requiring the use of hazardous materials, acrobatic or aerial work.
- 7- The price of labor is 65 € net, except for professionals where a 10% discount will be applied.

Article 4-3- Down payment :

- 1- Unless otherwise agreed by the parties in the order, the customer agrees to pay cash a down payment on the total tax, upon signing the purchase order, the same exception as in point 4-2-2.
- 2- The payment of the down payment is firm and final acceptance of the quotation.
- 3- Neither the client nor the contractor can not reverse the decision without the risk of having to pay damages to the other party.
- 4- This amount shall be expressly mentioned in the order form or quotation and may reach 65%, depending on whether the amounts of materials sold are significantly higher than the labor.
- 5- If the work is stopped temporarily by the customer down payments will be retained and it will be necessary to implement the provisions of Article 4-1 of these conditions.
- 6- If the work is finalized by the customer, before the end of the work or withdrawal, down payments will not be subject to any restitution and an invoice to existing work will be issued.

ARTICLE 5- PAIEMENT:

Article 5-1 - terms of payment:

- 1- Any order will lead to the establishment of an invoice whose payment can be made by choice by check, bank transfer or cash (only if the amount is less than 1000 €)
- 2- In the case of payment by bank transfer, payment will be made to the following account:

CIC TOULON LES ROUTES
42 AVENUE DES FILS MARESCOT
83200 TOULON

IBAN : FR76 1009 6184 0900 0798 7590 121
BIC :CMCIFRPP
The cost of international bank transfers will be charged to the customer
- 3- The net balance or down payment will be due immediately upon receipt of invoice, unless prior agreement of both parties, which led to the establishment of a written agreement signed pursuant to the Act n ° 2001-6420 of 15 May 2001 .
- 4- **Foreign checks will not be accepted.**

However, if the customer decides to pay by foreign check , **it will be liable to pay the bank fee associated with that check.**

Article 5-2 - Late payments:

- 1 - In case of failure to pay the invoice within 30 days, and without written agreement by the parties, the client must pay a late modeled on the indexation of the ECB, which is equal to the month of February 2011 to 11% , , which is equal to the month of February 2011 11%, and a lump sum covering 40 € provided for by law (decree no. 2012-1115 of 2 October 2012) and this, from the date of emission of the invoice.
- 2 - This penalty is calculated on the outstanding amount including VAT and will be paid by the customer for each month of delay, without any prior notice being required.
- 3 - Payment of penalty does not release the customer from its obligation to fulfill the obligation in default, or deprive Electra boat services from other facilities and remedies under the compensation for damages due to delay and / or its right to invoke Article 9 hereof.
- 4 - The non-billing of such penalties by the company shall not be construed as a waiver of the benefit thereof.

ARTICLE 6- DELIVERY:

Material delivery will be made to the address on the order form and risks will be borne by the customer.
A delivery will be provided by Electra Boat Services to the client and signed by him on receipt of material.
Any objections or comments should be customer specified.
Otherwise, no claim will be considered.

ARTICLE 7 - LEAD TIME:

When Electra Boat Services is being unable to meet contractual deadlines by the client or event in the nature of force majeure or fortuitous event, the periods may be extended, subject to notify the customer by registered letter with acknowledgment of receipt:

- The security level of the platforms involved do not seem technically satisfactory
- Access to the boat is not practicable
- Work areas are not clean, dusted and degreased
- The conditions of electrical power are not sufficient, namely 16A - 220V, unless specifically
- Additional work requested by the client
- The climatic conditions ans in case of force majeure
- The proximity of other trades (paints, solvents, diffusion, ...) prevent the correct performance of work.
→Protection fees in this case will either be charged to the customer, or in addition to this estimate.
- The late delivery of equipment suppliers:

Electra Boat Services shall in no event be liable for a postponement of the delivery of the works due to a delay in delivery due to the Supplier or its carrier.

In the case of an on-site intervention, if the customer or his representative is not present at the meeting point at the agreed date and time, and without having previously reported it, ELECTRA BOAT SERVICES reserves the right to charge the fixed cost corresponding to his time and his travel and parking. In any case, the customer can not claim any refund for any reason whatsoever, whether or not he asks for a new service later.

Similarly, ELECTRA BOAT SERVICES reserves the right to stop the service requested by the customer if the conditions of intervention are different from those which had been agreed or if the prerequisites noted and accepted in the estimate are not respected.
In all these cases, the total amount of the benefit will be fully and immediately due, regardless of the cause that will have totally or partially prevented its execution and whatever the cost of the service.

ARTICLE 8 - RETENTION OF PROPERTY:

Electra Boat Services retains ownership of the goods described in the quotation or the order until full payment of their price, principal and interest.
If payment on the agreed date, Electra Boat Services can take back the goods and the sale will be canceled automatically, if it is deemed to Electra Boat Services.

There will need to apply the provisions of Article 4-3 of the present conditions for advances.

Goods and accessories remain the property of Electra Boat Services until full payment of their price, but the client will become liable upon physical delivery, since the transfer in ownership will result in the risk.

Accordingly, the customer agrees to purchase insurance covering the risks of loss, theft or destruction of goods.

SECTION 9 - TERMINATION CLAUSE:

The contract will be resolved automatically without formality or prior notice, in case of failure by a customer of its obligations, including the default (non-exhaustive list).

The existence of such a clause does not however deprive Electra Boat Services of its right to request termination of the contract.

ARTICLE 10 - LIMITATION OF LIABILITY:

Electra Boat Services can not be held responsible for:

- The failure to enforce any of its obligations due to unforeseeable circumstances or force majeure.
- Client for consequential damages, such as business interruption, loss of profits suffered, even if the company was notified,
- Because of a defective product in accordance with Article 1386 of the Civil Code, except offenses against persons,
- When using the product by the customer under abnormal conditions.
- If the client wishes to work on the site, he takes full responsibility for any loss or damage of equipment or the facility itself that may arise following an accident or human error, for the duration of construction.
- Electra Boat Services shall not, under any circumstances, be held liable for a postponement of the receipt of work due to a delay in delivery of materials attributable to the supplier or its carrier.
- Damage to equipment, whatever the cause, left in the workshop yard in the absence of Mr Fourrier.

-Similarly, ELECTRA Boat Services shall not be held responsible for any material left in the yard for storage by a third party, even with the agreement of the person in charge.

ARTICLE 11 - SCOPE AND LIMITATIONS OF GARANTY

Electra boat service will be responsible, under the conditions of law, of any bodily injury, material or immaterial that it or its staff may cause the client during a service carried out, giving rise to the establishment of a purchase order.

1 - Electra Boat Services guarantees the equipment manufacturer defect, as provided by Articles 1641 et seq.

2 - The customer can take advantage of the manufacturer warranty for the equipment provided by Electra boat services.

It will be necessary to refer to the terms and conditions of each supplier for the duration of this warranty, provided that this period begins to run from the date of delivery.

However, an extension of the guarantee may be considered in certain cases, on request with the supplier's agreement

3 - When the customer plans to use the guarantee, it shall notify Electra boat services in eight days by registered letter with acknowledgment of receipt, indicate clearly the product defects and justify the reality of them.

In the absence of such information, it may invoke the benefit of the guarantee.

4 - The guarantee shall be excluded for the following (not exhaustive):

- If the equipment has been disassembled, repaired, or modified by a third party or by the customer himself,

- If the defect has not been proven by the company, in the timely manner

- If the client does not meet the general obligations of this contract and in particular, with the payment terms.

- If the client does not establish that the defect was manifested under conditions of normal use.

- In case of improper storage by the customer,

- In cases of misconduct, negligence, carelessness, lack of supervision or maintenance, non observance of use recommendations, using a fluid of low quality.

- An incident resulting from a fortuitous event or force majeure as well as for damage, replacement or repairs resulting from normal wear and tear.

5 - If the guarantee were to play, but it will be limited to the following conditions:

- Warranty is strictly limited to equipment provided and installed by Electra boat services.

- It shall not extend to equipment using the material provided was incorporated by the customer, who is solely responsible.

- Warranty is strictly limited to the rehabilitation or replacement of defective material in the local boat services Electra, at its expense and in the shortest possible time, provided that the equipment is found defective by its technical service .

- The cost of labor, disassembly and reassembly of equipment, outside the company, transfer fees or those of defective equipment repaired or replaced, the cost of travel and subsistence technician customer, remain the responsibility and expense of the latter.

- The labor warranty shall not apply, unless prior written agreement of both parties.

- The amount of the guarantee will be limited to the cost of the provision in question and provided by the company.

- If the failure occurs when the boat is cruising, the customer must notify Electra Boat services in the shortest possible time and get closer to the Var coast for an expertise.

ARTICLE 12-RECEIPT OF WORK (ARTICLE 1792-6):

The reception of the work concretely mean signing a record signed by the various parties involved:

- Without reservation, the warranty will be effective on the date of signing of the record signed if it occurs, by default the invoice date,
- With reservations, it must always be detailed on the record signed and an indication of the period in which they must be serviced in accordance with the company.
- The perfect completion guarantee to which the contractor is required for a period of one year from the receipt extends to the repair of all the disorders reported by the project owner, either through reservations mentioned in the record signed of receipt, or by written notification to those disclosed after the reception.
- The warranty will be effective on the date of signing of the withdrawal of reservations, or, failing that, on the date of the invoice.

ARTICLE 13 - JURISDICTION

The Act is applicable French law and the courts have territorial jurisdiction are where Electra is domiciled Boat Services.

In case of disputes with the company, the customer agrees to seek an amicable settlement before any legal proceedings.

Acceptance of the general terms and conditions of sale of the company ELECTRA BOAT SERVICES and, if applicable, of the order

Done at on

Customer Name

Signature preceded by the words "read and approved"