

GENERAL CONDITIONS OF SALE, CONSTRUCTION, REPAIR AND SERVICE

TITLE I – COMMITMENT OF THE PARTIES

Premier Articles – The customer's order is not considered final until it has been accepted by us. The contract is then final and cannot be modified or canceled by either of the two parties without the express written consent of the co-contractor. Purchase orders do not take the place of invoices, the prices shown therein may be corrected in the event of error or omission. Only the amount appearing on the final invoice is to be taken into consideration when paying.

Article 2 – The various elements shown in the catalogues, price lists, or notices have an indicative value and are in any case subject to the existence of an available stock. In the event of a price increase, we will apply the prices in force even to orders in the note for which the supply has not been made and regardless of the date.

Article 3 – The delivery times in our stores are given as an indication and a delay cannot give rise to penalties or damages or justify a cancellation of the customer's order.

Article 4 – Prices are established ex works, factory, warehouse or store, goods not packaged. Any special conditions derogating from our prices and general conditions must appear, if applicable, on our order forms and will only be valid if they are ratified in writing to the Management. Our sellers are not authorized to grant special conditions derogating from our general conditions of sale, warranty or price. In all cases, the installments paid remain with us. The abandonment by the customer of the deposits paid does not constitute an offense and does not therefore lead to the cancellation of the order. We retain the right to demand full performance of the buyer's commitments. The sending of the invoice constitutes the provision of the equipment. In the event of non-removal within 15 days, the equipment will be considered as being on guard and the price will be applied. Equipment not withdrawn within one month, if it has not been paid in full, and after formal notice has remained unsuccessful, after a period of 8 days can be resold. The sale would not be canceled for all that, the seller will only have to deliver the material appearing on the order form but at the price in force on the day of the actual delivery. The buyer loses, in this case, the benefit of any special seasonal prices or granted during fairs, shows or exhibitions etc ... and granted for deliveries at determined periods. Any delay in payment 15 days after the invoice is sent is liable automatically and without the need for formal notice, to late payment interest calculated at one point above the Bank's discount rate. of France. Orders placed directly by the customer, individual or professional, appearing on order forms different from ours necessarily imply unreserved acceptance of these general conditions of sale which could not be modified by contrary stipulations of these particular order forms.

TITLE II – GUARANTEE

Article 5 – The warranty for new equipment is that of the manufacturer(s). The implementation of this warranty can never cause the termination of the contract and will be limited to the repair or replacement at the choice of the professional, of the parts which, after examination, will have been recognized as defective without fault of use or maintenance of the device. 'Buyer.

Article 6 – If the latter wishes to have his equipment repaired before the result of the technical examination that may be necessary, he will have to assume the repair costs, the amount of which will then be reimbursed to him in the event that the guarantee is recognized as acquired.

Article 7 – Any repair at the expense of the seller means material returned to his workshop or store, round-trip shipping costs, staff travel costs remain the responsibility of the customer who cannot claim, moreover, no capital allowances.

Article 8 – The conditions of the guarantee do not apply to equipment sold or sold in the state in which they are, nor do they apply to second-hand or downgraded equipment.

Article 9 – The guarantee ceases automatically if the buyer has undertaken, on his own initiative, repair or modification work. The warranty is personal to the buyer and is in no way transferable in the event of resale, even if this takes place before the end of the warranty.

Article 10 – The equipment sold becomes the property of the buyer on leaving our stores or the shipping site. Transport, handling, insurance, customs, etc. operations are carried out at its own expense, risk and peril; he will have to check the equipment and exercise, if necessary, recourse against the carriers even if the shipment was made free of charge.

Article 11 – In the event that, at the buyer's request, the GRASSI BATEAUX Company has personally ensured the provision or launching outside the warehouses or the site, he ceases to be held responsible for any damage or accidents from this provision or launch.

Articles 11 bis – GRASSI BATEAUX reserves ownership of the goods until full payment of the sums remaining due by the buyer. This clause will apply even in the event of resale of the goods by the defaulting depository, the latter will then transfer to GRASSI BATEAUX all the claims it has against its own customer.

TITLE III – PAYMENT – RETURNS

Articles 12 – Unless expressly agreed otherwise, the terms of payment are as follows: for sales of sailboats, payment upon ordering of a deposit representing 30% of the total amount owed by the customer, balance before the boat leaves the factory accompanied by the signing of the delivery report for purchases under financing. For services, cash payment upon receipt of the invoice. For constructions or repairs on the estimate, payment of a deposit of 50% with the order, and the balance at the end of the work. Consideration will be given to issuing intermediate invoices in the case of work lasting more than 30 days. In all cases, full payment is made before leaving the site, store or warehouse. Failure to meet an agreed deadline automatically entails the payment of all sums due.

Articles 13 – Any credit request is the personal business of the customer; obtaining or refusing it has no effect on the validity of the sale and the agreed payment terms.

Articles 14 – All payments are made at the headquarters of the company.

Article 15 – The taking back of second-hand equipment from the customer, during a sale of equipment, cannot oblige the company GRASSI BATEAUX to make a payment before full payment for the new equipment; the costs of expertise and restoration will be deducted beforehand from the price proposed for the recovery, which will only be definitive after the result of the expertise.

TITLE IV – PROVISIONS SPECIFIC TO CONSTRUCTION? TO REPAIRS AND SERVICES

Article 16 – Estimates, plans or drafts to the customer remain the property of GRASSI BATEAUX and cannot be communicated to third parties; they are provided free of charge if they are followed by the order to which they relate. Otherwise, the GRASSI BATEAUX Company is entitled to claim reimbursement of the costs incurred to establish, as indicated in article 7. The construction or repair estimates accepted by the customer must be returned by him within 15 days of their establishment: beyond this period, they will lapse without further formalities. The GRASSI BATEAUX Company will adjust its final prices according to increases of any kind that it will have suffered since the presentation of the estimate.

Article 17 – If a repair or service estimate is requested, the customer agrees to reimburse the costs of dismantling and reassembly or displacement, as well as the costs of preparing the estimate.

Article 18 – All supplies or work not provided for in the initial quote will be subject to an additional quote.

Article 19 – The company GRASSI BATEAUX is only responsible for the accessories and devices entrusted to its store and having been the subject of a signed contradictory inventory.

Article 20 – The sending of the invoice constitutes a provision of the equipment in the event of non-removal within a period of fifteen days, the equipment will be considered as being in storage and the price applied. This guarding cannot exceed a period of one month. After this period, the professional will be entitled to demand the withdrawal or to subsequently proceed with the sale of the equipment remaining in his hands.

Article 21 – With the exception of the parts for which the guarantee has been requested, the replaced parts are the property of the customer but the fact, by him, of not claiming them on delivery of the equipment is equivalent to abandonment on his part.

TITLE V – DISPUTES

Article 22 – In the event of a dispute relating to the proper execution of the work requested, the customer must immediately notify the GRASSI BATEAUX Company, and at most within 30 days of receipt of the work and put it in a position to make any useful disputes. . The dismantling of the part or the incriminated organ, apart from the professional or his qualified representative, thereby excludes any liability of the professional.

Article 23 – For any dispute, between professionals, between private or professional customers, and in the event of a dispute, the Commercial Court of La Rochelle will have sole jurisdiction, even in this case of warranty claim and multiple defendants.

Article 24 – GRASSI BATEAUX reserves ownership of the goods until full payment of the sums remaining due by the buyer.

Article 25 – Our prices are subject to revision according to the official exchange rate on the day of delivery.