

PROVIDERS'S PRESENTATION

BREST'AIM SPL, Local Public Company of Brest métropole, with a capital of 4.660.000 €, €, registered at the clerk's office of the court of BREST under number 921 199 139, public service delegation holder for Marina du Château and Marina du Moulin Blanc under a leasing contract acting in the name and on behalf of Brest Métropole.

The contact details of the provider's head office are as follow: BREST'AIM SPL, manager of Brest's marinas, Centre d'affaires de Coat-ar-Gueven, 3 rue Dupleix BP 91039 - 29210 BREST cedex 1 – +33(0)2.98.00.96.00 – contact@brestaim.fr.

All complaints should be addressed, according to the Marina to which the boat is based, to:

- Marina du Château – Bureau du port – BP 91039 – 29210 BREST CEDEX 1 – +33(0)2.98.33.12.50 – chateau@marinasbrest.fr.
Or
- Marina du Moulin Blanc – Bureau du port – BP 91039 – 29210 BREST CEDEX 1 – +33(0)2.98.02.20.02 – moulinblanc@marinasbrest.fr.

PREAMBLE

These general terms and conditions are attached to the 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 marinas, the leasing agreement, the police regulations of the harbours and the rates approved by the regional authority.

All persons entering the limits of the port concession are subject to these provisions and obligations. They must comply with the regulations in force, in particular with regard to speed limits, parking restrictions and bans, the use of storage areas, restrictions on access to pontoons and other equipment. It must also comply with safety 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 size of the boat. Berths are offered in order of registration, taking into account the compatibility of the available berth with the boat's characteristics (overall length, beam, draught, weight).

The yachtsman is informed by BREST'AIM SPL of the availability of the berth, as well as its characteristics (its number in particular), with communication of the present General Terms and Conditions.

If the yachtsman accepts the berth allocated, the yachtsman has ten (10) working days to return the duly signed contract to BREST'AIM SPL. Failing this, the berth will automatically be reallocated by BREST'AIM SPL.

In the event of the yachtsman's express refusal of the berth allocated, or in the absence of a response from him within three (3) working days of notification of the availability of the berth, the latter will automatically be reallocated by BREST'AIM SPL.

Three refusals from the customer result in automatic removal from the waiting list. For the purposes of this clause, refusal may correspond to any of the following situations:

- 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 SPL customer under a 'seasonal' contract at the time of his registration on the waiting list, the customer will continue to be governed by the terms of his seasonal contract, in particular by the tariff conditions of that 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.

BREST'AIM SPL will invoice waiting-list entries each calendar year on the basis of the tariff in force.

TITLE 2 – CONTRACT FORMATION

The allocation of a berth is confirmed by the drawing up of a contract of allocation duly signed by each of the parties. Allocations are made in accordance with the conditions mentioned in TITLE 1. BREST'AIM SPL reserves the right to check the information given in the customer's request, in particular the dimensions. Any false declaration will render the request null and void.

Article 2.1 – Insurance

Regardless of the contract formula subscribed to - annual or seasonal (pontoons or ashore) - the customer acknowledges that communication to BREST'AIM SPL of its insurance certificate as mentioned in article 8.2, is an essential element, without which BREST'AIM SPL would not have agreed to the conclusion of this contract. In this respect, in the absence of such communication by the customer within a period of 10 days from the date of actual presence of the customer's boat in the marina, BREST'AIM SPL reserves the right :

- Apply to the customer, *ipso jure* and without prior formal notice, a penalty equal to 20 euros per day of delay; this penalty

does not exonerate the customer from liability in the event of damage, whatever the cause.

- Block the pontoon access badge.
- To terminate the present contract automatically and with immediate effect, by registered letter with acknowledgement of receipt, if the customer, after formal notice sent by registered letter to provide his insurance certificate, does not do so within eight (8) days. In such a case, the customer undertakes to remove the boat within a maximum of 10 days from the date of notification of termination of the contract by BREST'AIM SPL. Should the yachtsman fail to collect his boat, the provisions of article 11 will apply.

Article 2.2 – Right of withdrawal

With regard to individual customers, and to the express exclusion of professional customers, 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 during the fourteen (14) days following the date of conclusion of the contract. The individual customer may exercise their right of withdrawal without having to give any reason or pay any penalty, using the standard withdrawal form attached hereto or by any other unambiguous statement sent to BREST'AIM SPL expressing their wish to withdraw. The declaration of withdrawal must be sent by post to the address of the Marina where the boat is based:

- Marina du Château – Bureau du port – BP 91039 – 29210 BREST CEDEX 1 – +33(0)2.98.33.12.50 – chateau@marinasbrest.fr.
Ou

- Marina du Moulin Blanc – Bureau du port – BP 91039 – 29210 BREST CEDEX 1 – +33(0)2.98.02.20.02
moulinblanc@marinasbrest.fr.

When the right of withdrawal is exercised, BREST'AIM SPL will reimburse the individual customer for all sums paid, at the latest within fourteen (14) days from the date on which he/she is informed of the exercise of the right of withdrawal, subject to the details below.

The individual customer is expressly informed that if they wish performance of the contract to begin before the end of the aforementioned withdrawal period, they must send their express request to BREST'AIM SPL by any means. In such a case, if they finally exercise their right of withdrawal, the individual customer will remain obliged to pay BREST'AIM SPL an amount calculated *pro rata temporis*.

TITLE 3 – PURPOSE OF THE CONTRACT

BREST'AIM SPL provides the customer with a berth at the Brest marinas to accommodate the boat defined in this contract. For technical and/or operational reasons, BREST'AIM SPL may have to change the number of the berth allocated, subject to the allocation of an equivalent berth and the observance of a reasonable period of notice. **The berth may not be privatised, transferred or sublet.**

The boat must be perfectly identifiable: its name must be shown on the transom; the ship's papers and valid title deeds must be presented to the harbour agents on request. The customer guarantees the accuracy and completeness of the information relating to the boat sent to BREST'AIM SPL and acknowledges that the location allocated depends in particular on this information.

TITRE 4 – DURATION OF THE CONTRACT

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

Article 4.1 – Annual contracts

The annual contract comes into force on the date it is signed and will be renewed from 1st January to 31st December of the following year.

The contract may then be renewed by **tacit agreement** for successive periods of one (1) year.

At the end of the first twelve months, if the customer wishes to leave the marina definitively, they must inform BREST'AIM SPL in writing. This cancellation must be made using the 'Berth cancellation' form (available at the harbour office or downloadable from the harbour website www.marinasbrest.fr), subject to at least two (2) months' notice.

In order to ensure safety and security within the port, annual boaters are asked to provide, on arrival, the contact details of a person authorised to move the boat if necessary.

Article 4.2 – « Stopover » and « seasonal » contracts

Day stopover: the day is counted from 12 noon to 12 noon. Any day started is due. See current prices.

Weekly stopover: stays of 7 consecutive days. The 'week' rate applies subject to payment in full at the beginning of the period. See current rates.

Monthly seasonal afloat: a minimum stay of 30 days between the 1st of October to the 31st of March. The 'monthly' rate applies subject to payment in full at the beginning of the period.

During the high season (1st April to 30th September), the number of monthly contracts accepted is limited. If the contract period is exceeded and the yachtsman does not request a renewal, the contract will be invoiced at the current daily stopover rate.

Seasonal winter afloat: this consists of two quarters, from 1 October to 31 December, or from 1 January to 31 March. The rate, which cannot be split, only applies if payment is made in full at the start of the period. The winter contract is not tacitly renewed and any overrun of the scheduled end date of 1st of April for the second quarter period will result in the application of a stopover tariff.

Article 4.3 – Consequences of the termination of the contract

On the date of termination of the contract, for whatever reason, the customer undertakes to remove the boat within a maximum of 10 days.

If the boat is not removed within the time limit set, it may be put ashore by BREST'AIM SPL at the customer's expense and risk or will be charged at the daily stopover rate.

TITLE 5 – SCOPE OF APPLICATION - OPPOSABILITY

These general terms and conditions apply to private customers. The reservation of a berth implies, on the one hand, the full and complete acceptance of these conditions by the customer, and on the other hand, the waiver of any contradictory document that may not be invoked against BREST'AIM SPL, regardless of when it may have been brought to its attention. The initiative to reserve a berth is the sole responsibility of the customer.

These general terms and conditions are available at the harbour office and can be consulted by yachtsmen at any time. It is important to note that these conditions are subject to change. The version of the general terms and conditions applicable to any booking is that in force on the date the contract is entered into by the customer.

Any new version of the general terms and conditions of sale will be sent to the customer by the appropriate means (e-mail or post or notification to the port office). The customer will be deemed to have accepted the changes if no objection is raised within one month of notification of the changes.

In the absence of such an expression of disagreement on the part of the customer within the period specified, the new general terms and conditions will be considered accepted and applicable to all future transactions between the customer and BREST'AIM SPL.

Unless there is proof to the contrary, the data recorded in BREST'AIM SPL's computer systems constitutes proof of all transactions concluded with the customer.

In the event of refusal of the new conditions by the yachtsman within a period of one month following notification of these modifications, and unless otherwise agreed between the parties, the company reserves the right to unilaterally terminate the contract. Termination will take effect within 15 days of the date of dispatch of the notice of termination.

TITLE 6 – FINANCIAL CONDITIONS – TERMS OF PAYMENT

Article 6.1 - Fees

The berth is made available for the fixed price indicated 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 1st January to 31st December, BREST'AIM SPL reserving the right to change its rates every 1st January, which the customer expressly acknowledges. New rates are systematically communicated to the customer by e-mail and posted at the marina and on its website at least two (2) months before they come into force. In the event of a price increase, the customer bound by an annual contract in its initial period will have the option of requesting BREST'AIM SPL in writing to terminate the contract, subject to two (2) months' notice. In the event of termination before the end of the first year of the contract, the harbour charges will be recalculated based on the monthly rate.

The rates applied by BREST'AIM SPL for the use of harbour services are firm and non-revisable from 1st January to 31st December of each year. BREST'AIM SPL reserves the right to modify its rates each year, on 1st January, which the customer expressly acknowledges. The new rates are systematically communicated to the customer by e-mail and/or posted in the marina, as well as on the Marinas website, at least two (2) months before their date of entry into force.

Furthermore, in exceptional circumstances and only in the event of an additional cost due to an unforeseen increase in the cost of fluids, such as water, gas, electricity and internet, BREST'AIM SPL reserves the right to change the rates during the year. Any change in rates for this reason must be voted on in advance and approved by Brest Métropole no later than 1st July. Once approved, these exceptional price changes will be communicated to the customer by the same means (e-mail, display at the marina and on the website) at least two (2) months before they come into effect.

In the event of a price increase, the customer bound by an annual contract in its initial period will have the option of requesting BREST'AIM SPL in writing to terminate the contract, subject to two (2) months' notice. In the event of termination before 31 December of the first year, the harbour charges will be recalculated based on the monthly rate.

This provision guarantees transparency and gives customers, who are informed in this way, the opportunity to make decisions concerning the continuation of the subscribed service, in the event of tariff changes, while at the same time allowing BREST'AIM SPL to adapt to unforeseen economic changes affecting the operational costs for which it is responsible.

Article 6.2 – Invoicing basis

The basis for invoicing is the overall length including fixed fittings. BREST'AIM SPL systematically measures the boat. In the event of a dispute, BREST'AIM SPL will measure the length of the boat according to the aforementioned conditions in the presence of the customer in order to establish the aforementioned measurements in the presence of both parties.

Multihulls are invoiced on the basis of their overall length increased by the application of a coefficient of 1.5.

Ashore, the pricing basis is the overall surface area: the length above defined by the maximum width of the boat.

Article 6.3 – Payment

Harbour fees are payable by the owner of the boat, who is a customer of BREST'AIM SPL. In the case of jointly owned boats, the joint owners are jointly and severally liable for payment of the fees, without being able to invoke the benefits of discussion and division,

which they expressly waive.

For annual contracts, the customer undertakes to pay the amount of the rights, either in full when the contract is concluded, or by direct debit in instalments, in accordance with the availability contract. In this case, the customer must make a request when the contract is set up or renewed. The customer must provide the secretariat with a bank details details form and a duly signed direct debit authorisation form. Failure to pay on two (2) agreed due dates will result in the cessation of direct debits and, without the need for 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 outstanding without the need for prior notice.

For other contracts, the customer undertakes to pay the full harbour charges at the beginning of the period of availability and for the duration stipulated in the contract.

For professional customers, in the event of non-payment within the prescribed time limits, reminder procedures will result in the application of a flat-rate collection fee of forty euros (not subject to VAT).

TITLE 7 – RESPONSIBILITIES AND OBLIGATIONS OF BREST'AIM SPL

Article 7.1 – Responsibility

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

In the event of force majeure, as defined by French law and jurisprudence, duly established, BREST'AIM SPL cannot be held responsible for damage or destruction to the boats caused by the dismantling or total or partial disappearance of the port works.

The custody and preservation of the boats and their equipment are not the responsibility of BREST'AIM SPL, which cannot be held liable for loss or damage not resulting from its fault or that of its agents.

Under no circumstances can the contractual relationship between BREST'AIM SPL and the customer be qualified as a security contract under the present terms and conditions.

Article 7.2 – Services

The services included in the rates are as follows:

- Mooring equipment and accessories (excluding mooring lines).
- Supply of fresh water for on-board consumption and electricity within the limit defined by the harbour office on 1st January. This limit may be modified during the year by simply informing the yachtsmen. If the annual electricity and water consumption limit is exceeded, the actual purchase costs will be billed.
- Provision of containers for the removal of household waste, used oil, glass and soiled products from careenages.
- Provision of a recovery station for liquid effluents on board boats.
- Weather, nautical and tourist information.
- Mail service (storage limited to 15 days and exclusively reserved for yachtsmen who are known to be residents who are people living on board their boat for more than one month a year and/or whose postal address is the port office),
- Sanitary facilities.

Electrical connection rules for boats: The use of electrical installations on pontoons is subject to strict rules in order to guarantee safety and energy efficiency within the marina. It is forbidden for boat owners to leave their craft connected to a source of electricity without being present on board, including when using an individual electricity meter.

A temporary electrical connection may be authorised free of charge and without the use of a meter solely for maintenance work carried out afloat. This authorisation is subject to the continuous presence of one person on board the boat for the duration of the connection. For residents or for the needs of life on board or for reasons of comfort, the provision of a meter is required. The meter is installed by marina employees and enables the actual electricity consumed to be billed.

Requests for the installation of meters should be addressed to the harbour office. The marina will inform the owner of the associated costs and payment arrangements.

Failure to comply with the conditions set out in this article may result in sanctions: immediate disconnection of the power supply, financial penalties, and/or any other measure necessary to ensure the safety of persons and installations in accordance with the marina's current regulations.

Services other than or in addition to those detailed above may be the subject of contracts and special charges levied in addition to harbour fees.

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

TITLE 8 – RESPONSIBILITIES AND OBLIGATIONS OF THE CUSTOMER

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

Article 8.2 – The customer must provide proof of insurance covering his liability for the following risks when signing the contract: civil liability, damage caused to structures, refloating and removal of the boat within the limits of the harbour area (basins, channels and quaysides). The dates of validity must be indicated on the certificate supplied to BREST'AIM SPL. If the certificate is not up to date or if the file is incomplete, the pontoon access badge cannot be activated.

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 SPL.

Article 8.5 – The customer is obliged to:

- Inform BREST'AIM SPL of any changes (address, telephone number, characteristics of the boat, etc.).
- Register on the waiting list if he/she intends to change his/her boat, the characteristics of which require the allocation of a new berth (the date used will be that of the initial registration, provided that there is no interruption between the two contracts).
- To report any damage that may occur to their berth, and to notify any damage in writing without delay, failing which they will be held personally responsible.
- To take all appropriate precautions and measures to prevent:
 - Theft, burglary, delinquent or criminal acts of which he may be a victim in the premises occupied.
 - Damage caused as a result of incorrect mooring, or the breakage of a component attached to the boat or any other event (in particular linked to weather conditions).
 - Pollution of harbour waters.

Visiting boats: skippers of visiting boats are required to make themselves known to the harbour services when using harbour facilities. They must fill in the port of call form and provide all the information concerning the boat and the people on board, so that the invoice for the stay can be drawn up. Boats arriving outside working hours must make this declaration as soon as the office opens.

If they fail to do so, BREST'AIM SPL will draw up a form and will do everything in its power to obtain this information in order to draw up the invoice and recover the sums due.

Article 8.6 - If the client decides to hire or lend his boat to a third party for sailing, he must inform BREST'AIM SPL. 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 responsible to BREST'AIM SPL for the obligations arising from these conditions and guarantees BREST'AIM SPL against any breach due to the fault of the hirer or borrower.

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

Article 8.8 – Customers are required to respect the reception staff, who are at their service and responsible for enforcing the rules and the instructions of the management.

In the event of inappropriate behaviour (insults, shouting, sexist remarks, aggressive gestures, physical or psychological violence), a complaint will be lodged with the police station. In the event of a repeat offence, a complaint will be lodged, and the penalty may include termination of the contract.

TITLE 9 – TRANSFER OF RIGHTS AND OCCUPATION OF BERTHS

Article 9.1 – Transfer of right of use

The contract is concluded for the exclusive benefit of the designated customer and solely for the boat and period indicated. The customer may not, under any circumstances, transfer the right to use, hire out, substitute or lend the berth concerned.

Article 9.2 – Sale of the boat – transfer of ownership or use of the boat

The customer must notify BREST'AIM SPL in writing of the sale of their boat. If the new owner wishes to benefit from a berth in the marina, he or she must make a request to BREST'AIM SPL and register on the waiting list. Under no circumstances does the fact that the boat occupies a berth on the day of the sale create a priority for the new owner.

On the sale of a boat stored ashore of one of the managed marinas, the new owner automatically takes over all pre-existing contractual obligations concerning the storage of the boat. This specifically includes the obligation to return the boat to the water in accordance with the date previously defined by the previous owner.

Resale right in the event of death: the heir may retain the right to use the berth under the terms of the contract, provided that he submits a request with supporting documents within six months (general rules governing inheritance).

Co-ownership: co-ownership relates to the boat and not to the berth in the port, which is always allocated to the sole signatory of the contract, who must own at least 30% of the co-ownership. In the event of a transfer of ownership from the titleholder to the co-owner, the latter will only be able to benefit from the berth if he can prove that he has actually held 30% co-ownership for at least four years, except in the event of the death of the signatory co-owner.

Suspension of contract : If the customer wishes to leave the harbour temporarily and has held annual contracts for more than five years, subject to making the request in writing at least fifteen days before the departure of the boat, he may suspend his contract and find a berth for the same boat under an annual contract for an absence of one (1) year minimum and two (2) years maximum. However,

BREST'AIM SPL cannot guarantee the same pitch on return. These arrangements will be confirmed in writing.

Article 9.3 – Occupancy of berths

Allocation of berths: apart from visiting boats which must moor in the berths reserved for this purpose, the number of the berth is fixed by BREST'AIM SPL when the mooring plan is drawn up. The purpose of adopting this provision is to facilitate the operation of the harbour. There can be no privatisation of berths. Consequently, and insofar as economic imperatives (nautical events, safety or works) linked to operations so require, BREST'AIM SPL may, at any time, change the allocation initially assigned. These changes do not entitle the user to any compensation. The installation of fixed moorings does not confer any additional right of occupation.

Temporary abandonment: In the event of a pitch being temporarily vacated for a period of more than 5 consecutive days, the customer must notify the harbour office of their departure. In the absence of such notification, BREST'AIM SPL will consider that the berth is available after the 6th day and will dispose of it.

If BREST'AIM SPL has not been informed of the client's return within a minimum of 24 hours, the client may be assigned a temporary berth until the berth in question is vacated. Yachtsmen on annual contracts, who leave the harbour for consecutive periods from April to September of between 1 and 4 months, benefit from a discount which will be the subject of a credit note for the last quarter of the current year. Yachtsmen must inform the harbour office in writing at least 15 days before their departure.

Article 9.4 – Professionals

The professional customer may not carry out any commercial activity in the reserved area unless BREST'AIM SPL 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 in the technical areas of Brest's marinas are subject to the same rules as berths afloat, including the obligation to take out insurance. The basis for invoicing is the surface area calculated by multiplying the overall length by the maximum beam of the boat.

Customers with an annual contract are entitled to free parking for their boat on the quayside, subject to availability. 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.

Customers with a contract for a space ashore for their boat on trailer benefit from a specific monthly rate for a minimum stay of 30 days. The owner undertakes to respect the date agreed with the harbour for launching the boat, or departure for boats on trailers, failing which the owner will be liable to pay a penalty equivalent to twice the daily ashore mooring fee in force. The penalty will be 3 times the current daily ashore mooring fee after 6 months' delay. Owners of boats parked ashore that do not respect the scheduled date will have to pay the costs of moving all the boats required for their own relaunching, or if their boat hinders the relaunching of other boats that are in order.

It is forbidden to live on boats ashore.

Article 10.2 - Towing

Towing is carried out at the customer'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 SPL at the client's own risk and expense. If the boat must be moved for technical, safety or event hosting reasons, the towing will be the responsibility of BREST'AIM SPL.

Article 10.3 - Handling

All handling appointments must be confirmed by an order form to be returned to us dated and signed by e-mail or by post to the harbour office, at least 48 hours before the date of the handling. If this document is not returned, the handling will not be carried out by the technical services. The harbour office reserves the right to give the slot to another yachtsman and to charge the customer a penalty.

The services of releasing the yacht into the water and placing it on a trailer or lorry must be paid for prior to handling.

Article 10.4 – North slipway: careening or beaching

The north slipway for careening in the Marina du Moulin Blanc is freely accessible by sea to all yachtsmen, whether or not they are customers of the marinas, for a maximum period of 24 hours unless special agreement has been reached with BREST'AIM SPL. Overruns are invoiced per day at the current port of call rate.

Any boat grounded on the slipways and preventing the free movement of lifting equipment will be handled at the customer's expense, risk and peril.

Article 10.5 – South slipway: leaving the water on a trailer

Access to the south slipway of the Marina du Moulin Blanc is subject to a fee for all users, in accordance with the tariff in force. Boaters with an annual contract at the Marina du Moulin Blanc or the Marina du Château who wish to take their boat out on a trailer may access the north slipway of the Moulin Blanc free of charge. They must first obtain an access code from the harbour office.

Article 10.6 – Parking

All customers of the Marinas may park a vehicle free of charge in the yachting car parks provided at the marina where their boat is

based. However, the maximum parking period is limited to one consecutive month at the Marina du Moulin Blanc and one consecutive week at the Marina du Château, with a limit of two vehicles per boat. Daily parking for vehicles with trailers is also available, at the current rate.

Article 10.7 – Sanitary facilities - Laundry room

Access to these facilities is reserved for harbour customers, who must ensure that the premises are kept clean. Any malfunction or damage will be reported immediately to the harbour office.

TITRE 11 – TERMINATION OF THE CONTRACT - APPLICABLE LAW AND LANGUAGES - DISPUTES

In the event of non-compliance with the regulations in force or with any of the above clauses, BREST'AIM SPL 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 time limit set, it will be put ashore at the expense and risk of the customer. This procedure does not stop legal action or the invoicing of harbour dues.

Any false declaration or failure to declare changes to the information contained in the contract may result in the cancellation of the contract.

In the same way, the customer has the option of terminating the contract automatically and with immediate effect, by registered letter, in the event of BREST'AIM SPL failing 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 by 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 deemed authentic in the event of a dispute.

Any disputes to which the operations concluded in application of these general terms and conditions may give rise, concerning their validity, interpretation, performance, termination, consequences and consequences, and which have not been resolved between the customer and BREST'AIM SPL, will be referred to conventional mediation, or will be submitted to the competent courts under the conditions of ordinary law.

The individual customer is hereby informed that he may in any event have recourse to conventional mediation, in particular with the '*Commission de la médiation de la consommation*' (Consumer Mediation Commission) or with existing sectoral mediation bodies, or to any alternative dispute resolution method (conciliation, for example) in the event of a dispute.

In the event of non-compliance with the Port Police Regulations and these general conditions, and after 3 warnings, the harbour reserves the right to terminate the contract.

TITRE 12 – PERSONAL DATA

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

BREST'AIM takes care to collect only the data that is strictly necessary in view of the purposes of the processing that is carried out.

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

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

Customers may exercise their rights of access to their personal data, rectification or deletion, and limitation of the processing concerning them. They may also exercise their right to data portability. Finally, they may object to the processing of their personal data.

All these rights may be exercised by contacting BREST'AIM SPL 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 a breach of the provisions of Regulation (EU) 2016/679 of 27 April 2016.

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

TITRE 13 – PRE-CONTRACTUAL INFORMATION FOR THE CUSTOMER

The customer acknowledges that, prior to signing the contract, he/she has been provided, in a legible and comprehensible manner, with these general terms and conditions for the allocation of a berth, as well as the following information:

- the characteristics of the berth;
- the price of the berth and the additional charges;
- in the absence of immediate performance of the contract, the period of validity of the contract;
- information relating to the identity of BREST'AIM SPL, its postal, telephone and electronic contact details, and its activities, if this is not apparent from the context,
- information relating to legal and contractual guarantees and the procedures for implementing them;
- the possibility of have recourse to conventional mediation in the event of a dispute;
- information on the handling of complaints;
- information on any right of withdrawal.

The fact that the customer signs the contract for the allocation of a berth and/or services implies, on the one hand, their full and unreserved acceptance of these general conditions, and on the other hand, their waiver of the right to rely on any contradictory

document that is not enforceable against BREST'AIM SPL. In the event of a dispute relating to the pre-contractual information provided to the customer, it is up to BREST'AIM SPL to prove the proper execution of its obligations in this regard.

APPENDIX
Standard withdrawal form

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

- For the attention of BREST'AIM SPL, Marina du Château – Bureau du port – BP 91039 – 29210 BREST CEDEX 1 – +33(0)2.98.33.12.50 – chateau@marinasbrest.fr.
- Or
- For the attention of BREST'AIM SPL, Marina du Moulin Blanc – Bureau du port – BP 91039 – 29210 BREST CEDEX 1 – +33(0)2.98.02.20.02 – moulinblanc@marinasbrest.fr.

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

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

Name of 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.*