

## General Conditions of Sale of Derivative Products

These General Conditions of Sale apply to the sale of Virtual Nautic's derivative products and advertising (in the official boat show catalogue, newsletters, on video screens, information panels, etc.) as well as to Virtual Nautic's Internet sites.

Virtual Nautic's derivative products, Internet site and operating sites are referred to hereafter as: "communications tools".

The French Marine Leisure Industry Federation (Fédération des Industries Nautiques - FIN) is referred to hereafter as "the Organiser".

Any request for communications tools and advertising for Virtual Nautic implies acceptance of the General Conditions below.

In the event of conflict between these General Conditions of Sale and the advertiser's conditions of purchase, it is agreed that these General Conditions of Sale shall prevail.

Any request for communications tools and the insertion of advertising into Virtual Nautic's communication tools is deemed firm and irrevocable by the advertiser as soon as it is received by the Organiser.

If this request is made by an agent, it is jointly binding on both the agent and the advertiser, in particular as regards the proper payment of the advertisement. The agent must act on the basis of a notification by the advertiser, which must specify the scope and duration of the agent's mandate.

The advertiser agrees to provide the documents, typefaces, logo, film, etc. necessary for printing and/or online publication of its advertising message for the dates planned.

All technical costs must be borne by the advertiser.

The advertiser must comply with the Organiser's instructions, as set out in its commercial documents concerning the furnishing of technical components (e.g. the format of advertising banners).

In the event that Virtual Nautic's communications departments are monitoring the implementation of communication tools or advertising, a proof copy may be submitted to the advertiser, who must, by return, make known any changes required. Failure to supply this information by return and within the time limit implies tacit acceptance.

As regards communications tools and advertising, in the event of failure to comply with the deadlines for submission of technical components, an advertisement simply stating the advertiser's company name and contact details will be produced at the latter's expense.

Online release deadline: Three working days from receipt of technical components.

The Organiser declines all liability for technical components not recovered by advertisers or their representatives within three months of the last insertion of advertising.

Receipt by the Organiser of a request for communications tools or advertising insertion only gives the advertiser the right to occupy the space specifically reserved for it. The locations, formats and methods of placing the proposed advertising, as well as the associated rates, are set out in detail in the application form attached hereto. Rates do not include any technical costs, such as costs that may be incurred for the creation and implementation of communications tools or advertising.

No particular position can be guaranteed outside the slots specified in the publication rate, regardless of any specific requirements stated by the advertiser in the advertising insertion order.

The text and illustrations of a communications tool or an advertisement, including brands and official names, are published at the sole liability of the advertiser. In particular, any reproduction rights in respect of photographic materials must be paid for by the latter.

The advertiser releases the Organiser, the publisher, the printer or a third party from any civil and criminal liability that they may incur resulting from the communications or advertising tools published by them at the advertiser's request. The advertiser guarantees them against any legal recourse undertaken by a third party relating to the content of these components. The advertiser therefore undertakes to defend the Organiser, the publisher, the printer or any third party at its own expense in the event that any of them becomes the target of a legal action or claim relating to the content, data, information, messages, etc. of the communications tools or advertising and to pay the compensation due for any loss or damage suffered.



# VIRTUAL NAUTIC

The Organiser's liability cannot be incurred beyond a total amount of 1/6th of the total figure received in payment for the service in question, excluding any extension or renewal period.

Any error made by the Organiser, the publisher or a third party in an advertisement does not cause its cancellation. A correction will be made either in the next catalogue or in subsequent advertising products. No complaint will be accepted unless it is made in writing within eight days of the date of insertion or the date of placement online.

Any delay, suspension or cancellation in the distribution of communications or advertising tools due in particular to technical failures inherent in the operation of the Internet network, external to the Organiser and independent of its will, cannot be used as grounds for refusing to effect payment, even partial, by the advertiser or its representative, nor can they confer any right to a new insertion at the Organiser's expense or to compensation, in any form whatsoever, by the advertiser or its representative.

Nor may the Organiser be held liable for accidental or deliberate damage caused to the advertiser by third parties due to the fact of, or by their connection to, the Internet network.

The advertiser waives any legal recourse against the Organiser or a third party for loss, destruction, damage or prejudice resulting from interruption to or disruption of the activity, whether caused directly or indirectly, consisting of or arising from the failure of any computer, data-processing equipment, multimedia microcircuit, operating system, microprocessor (computer chip), integrated circuit or similar component, or of any software, whether owned by the Organiser or not.

In accordance with press and publication practices, the Organiser is free to refuse the insertion of an advertisement without being required to justify its refusal.

Slots are allocated according to advertisers' booking dates.

Invoices are based on date of booking and must be paid on receipt. In the case of an advertiser acting via a commissioned agency, the invoice will be sent to that agency, with a copy to the advertiser.

Advertisements are payable at 50% of invoice amount including VAT at the time the order form is submitted and with the balance payable at the time the invoice is received.

In the event that an order is cancelled for any reason whatsoever, the deposit of 50% remains the property of the Organiser.

Failure to pay on the due date renders the entire debt due for immediate payment, together with an indemnity set, by way of a penalty clause, at 10% of the sums due and unpaid. Any delay in payment shall result in the application of a late payment penalty at 1.5 times the statutory interest rate. In a situation of late payment, the debtor shall be liable, automatically by operation of law, to pay a flat-rate indemnity in respect of collection costs of 40 Euros. In cases where the collection costs incurred exceed 40 Euros, the Organiser may ask the debtor to pay an additional indemnity, on presentation of proof of the additional amount.

Pursuant to French Data Protection Act, No. 78-17 of 6 January 1978 (la loi informatique et libertés n°78-17 du 6 janvier 1978), the advertiser has the right to access, modify, rectify and delete any personal information concerning it. To exercise this right, the advertiser must contact the Organiser.

In the event of dispute, sole jurisdiction lies with the Tribunal de Commerce of Paris.

