

Terms and Conditions

These conditions of sales apply to contracts for spare parts which SPBI SA makes with professional clients – hereafter called the PURCHASER – whose customary business consists in the purchase of spare parts for pleasure JEANNEAU boats, in order to repair or resell them.

2) SPARE PARTS Spare parts mean components or replacement parts destined for products made or assembled by our JEANNEAU.

3) ORDERS – Displayed parts or equipment, advertisements, brochures, catalogues, etc. are not contractual and are only of an indicative nature and cannot under any circumstances be considered as firm offers. Our company furthermore reserves the right, at any time and without notice, to make modifications or improvements which it deems necessary to any spare parts, without the PURCHASER having any cause neither for complaint nor for demanding the benefit of such modifications to any product of which the manufacture predates the application of the said modifications. Correspondingly, orders transmitted before any product modification or improvement will, without notice, benefit from the said modifications or improvements, without the PURCHASER having any cause neither for complaint nor for demanding conformity with previous products. Our company reserves the right to modify orders taken in our name, and offers which do not bind our company to the PURCHASER, except now when our company gives confirmation thereof (by email, fax, letter or intranet). The contract of sale is considered as made on the date of sending of confirmation of the order. Any modification to an order not yet processed (the remainder of an order or parts not yet packaged), partial or total cancellation will not be considered as accepted by our company except by written agreement. If these general conditions of sale are not accepted by the PURCHASER, the contract will be deemed never to have been made except by express written acceptance on our part. Our company reserves the right to cancel purely and simply orders for which modifications are requested and to which our Company cannot agree, a termination of contract in such conditions must be considered as lawful and does not require any recourse to the courts. However, our company reserves all rights to damages. Our company also reserves the right to cancel an order for one or more spare parts which have become unavailable, particularly if they are no longer manufactured.

4) TRANSMISSION AND PROCESSING OF ORDERS – All orders must be transmitted by email. Email orders will be dealt with on the day of receipt. No orders will be accepted by telephone. France Orders transmitted by Internet before 12:30 am (French standard time) are processed and sent by express priority for all standard articles available in the spare parts shop. Non-standard articles (in length, volume or dangerous materials) are dispatched by parcel service or freight.

5) PRICES – All the prices referred to in our quotations may be altered without prior notice. The prices charged are those in force on the date of confirmation of the order for any spare part which is deliverable and in fact delivered within three months of the said order. A) Invoicing for transport per weight and volume, except for parts of groups comprising ballast, keels, centre-boards, booms, masts as well as gunwhale rails and mouldings of more than 2.7 metres in length or any part more than 3.3m across requiring special packaging and/or special transport. B) Products classified as dangerous: Specific invoicing depending on weight, volume or destinations.

6) PAYMENT METHODS – All purchases must be made by the PURCHASER by BACS prior to shipment. The PURCHASER can also pay for goods in our Conwy store. The PURCHASER is responsible for providing delivery details and persons collecting goods if it isn't themselves. All delivery information and arrangements must be provided by email and cannot be passed over the phone. Once items have been shipped it is again the responsibility of the PURCHASER to collect goods, he/she or any other suggested persons must personally sign for goods. If any delivery

attempts are made without any persons to sign, then the PURCHASER is responsible for any incurring charges made by the courier. If parts are lost due to the PURCHASER or suggested person's not attending/signing collection on time, then the PURCHASER again is deemed responsible for losses.

7) TIMES AND METHODS OF DELIVERY – Delivery times are given as a guide. Late delivery cannot, under any circumstances, give rise to damages or to the right to cancellation of the order. However, if notwithstanding these general conditions, our company commits itself in a contract of sale to delivery by a firm date, damages cannot be claimed against our company until after formal notice from the PURCHASER by registered letter with recorded delivery and if the delivery has not taken place within one month following receipt of the said notice. Except by exemption at the express request of the PURCHASER or in the case of the transport of spare parts in a boat to be delivered, the goods must be collected within the ten clear days following their availability, notice of which will be addressed by our company to the PURCHASER. After this period, we reserve the right to dispatch the goods at the expense of the PURCHASER or to invoice the costs of storage, of packaging and of logistics calculated at the bank base rate in force increased by three points, applied to the ex-VAT invoice price. Our company reserves the right to cancel the sale, by means of recorded delivery notification in the case of a delay of more than 30 clear days occasioned by the PURCHASER without prejudice to our right to claim damages resulting from such cancellation.

8) NON-CONFORMITY AND RETURN – Any replacement part delivered which does not conform to the order of the PURCHASER will be reimbursed or exchanged. Any claim about replacement parts not corresponding with the PURCHASER's order (error in delivery, price, quantity, etc.) must be made at the latest within 48 hours of delivery, by E-mail to our company Spare Parts service. The PURCHASER must state his identity and contact details, delivery note number and the spare parts references appearing on the delivery note. The non-conforming spare part must be returned in its original state (packaging, notice, etc.) after written acceptance of the return by our company Spare Parts service. Certain categories of parts requiring a special procedure (masts, keels, rails, parts specially made or uncatalogued) will not be returnable. Orders that do conform to the customer's original order are NON-RETURNABLE, parts are considered to be custom made, therefore we can only return goods if parts do not conform to customers original emailed requirements.

9) ASSIGNMENT OF RISKS – The spare parts are at the responsibility and risk of the PURCHASER from the moment when they leave the premises of our company boatyards. They are transported at the risk of the consignees.

10) TAKING DELIVERY OF SPARE PARTS – The PURCHASER or suggested persons made by the PURCHASER must take delivery of his orders in the presence of the carrier and sign the delivery note, implying thereby that he accepts the delivery in good condition. In case of doubt as to the condition of the goods, the PURCHASER must unwrap the goods in the presence of the carrier and clearly enter his reservations on the delivery note, the carrier keeping one copy thereof and the PURCHASER the other. Any claim must then be confirmed by recorded delivery letter to the carrier within a maximum of 48 hours, and a copy sent to our company. The non-compliance with the procedure defined by our company will void any possibility of recourse and of indemnity.

11) SPARE PARTS GUARANTEE – Our company guarantees the spare parts for the PURCHASER's benefit for a period of twelve months from the effective date of delivery. Our guarantee is strictly limited to replacement of the part complained of and recognised as defective by our technical services and this without any type of indemnity. Any action taken upon this guarantee against our company is subject to the provisions of article 1641 and following of the French Civil Code. To benefit from the contractual guarantees defined above, the PURCHASER must notify our company in

writing of any fault or defect, in a precise and justified manner, within a period of fifteen days from its discovery.

12) RESERVATION OF OWNERSHIP – Our Company retains the ownership of spare parts until full payment of sums remaining due from the PURCHASER. This ownership clause does not in any way alter the moment of assignment of risks and responsibilities as set out in article 9 above. In the event of total or partial non-payment of the price by the due date, for whatever reason, our company will be entitled to demand by operation of law and without formality the return of spare parts at the PURCHASER's expense and risk.

13) GENERAL CONDITIONS OF PURCHASE – All sales effected by our company are subject to these general conditions which govern the rights and obligations of the parties. No derogatory agreement can be preferred to them, if it has not been expressly accepted in writing.

14) FORCE MAJEURE – The following, when the circumstances are independent of the will of the parties, are considered as factors exonerating us from fulfilling our undertakings, if they arise after the conclusion of the contract: industrial unrest, fire, general mobilisation, embargo, insurrection, lack of transport facilities, rupture of supplies, employment restrictions, energy restrictions, certain geological or climatic phenomena. The list so enumerated is not exhaustive and any event or circumstances outside the control of our company and rendering impossible the fulfilment of our undertakings, is likewise an exonerating factor.

15) GRANT OF JURISDICTION – It is expressly agreed that in the event of any dispute, the Commercial Court of Roche sur Yon will be solely competent. This clause of grant of jurisdiction will operate even in the case of a claim under the guarantee, or of a multiplicity of defendants or of incidental demands.

16) PENALTY FOR NON-PERFORMANCE Any penalty for the non-performance, incomplete performance or belated performance of the contract by the PURCHASER referred to in these conditions is without prejudice to any claim for damages which our company would be entitled to bring because such non-performance, incomplete performance or belated performance which encompasses in all cases such potential legal costs and lawyer's fees as may be necessary for the enforcement of its rights.