

GENERAL TERMS AND CONDITIONS OF SALE
NAUTIC LOISIRS MEDITERRANEE and its subsidiary companies :
WGP NLM LES ISSAMBRES ; NLM WATER GLISS PASION LA NARTELLE ; WGP PRE
CLAOU
(GROUP OFFER)

1. General specifications

Unless otherwise stipulated by contract, all orders placed with us and all contracts processed by us are subject to the present General Terms and Conditions of Sale. These apply to all services and sales of products provided by our companies.

Only quotations signed and returned with the handwritten mention "READ AND APPROVED FOR AGREEMENT" will be taken into account for the organization and setting up of the event at the agreed date and place.

The services agreed for the event are detailed in the quote attached to the general terms and conditions.

2. Terms of payment

Payment can be made by check, cash, bank transfer or credit card.

An advance payment of 30% of the total amount including VAT must be paid on confirmation of the service, unless otherwise stipulated in the contract (recovered bill of exchange, purchase order, voucher, tract or countermark, administrative mandate).

The balance must be paid at the latest on the day of the service or on presentation of the invoice, unless otherwise stipulated in the contract (recovered bill of exchange, voucher, tract or countermark).

NAUTIC LOISIRS MEDITERRANEE and its subsidiary companies request a list of participants 48 hours before the date of the event This will serve as the basis for invoicing.

However, it may be modified if additional people are added during the activity, subject to additional payment

If the number of participants is lower than the initial estimate, the initial amount established when the estimate was validated will be retained in full.

In the event of total or partial non-payment of services 5 days after the invoice date, the debtor must pay NAUTIC LOISIRS MEDITERRANEE or its subsidiary companies a late payment penalty equal to three times the legal interest rate.

The legal interest rate applied is that in force on the day of delivery. The ordering party is informed that since January 1, 2015, the legal interest rate is revised every 6 months (Cf. Ordinance n°2014-947 of August 20, 2014).

This penalty is calculated on the amount including VAT of the sum outstanding, and runs from the due date of the price without any prior formal notice. In addition to late payment penalties, any sum, including down payments, not paid by date will automatically give rise to the payment of a flat-rate penalty of 40 euros due in of collection costs (Cf. articles 441-6, I paragraph 12 and D. 441-5 of the Commercial Code)."

3. Insurances

NAUTIC LOISIRS MEDITERRANEE is insured for civil liability under the AXA contract number 0000010801025704.

WGP NLM LES ISSAMBRES is insured for civil liability under the GENERALI contract number AU208608.

NLM WATER GLISS PASSION LA NARTELLE is insured for civil liability under the GENERALI contract number AT842580.

WGP PRE CLAOU NARTELLE is insured for civil liability under the GENERALI contract number AU415252

4. Cancellation conditions

NAUTIC LOISIRS MEDITERRANEE and its subsidiary companies are entitled to decide whether or not it is possible to provide a service.

➤ In case of bad weather:

- If the weather conditions do not alter the possibility of carrying out the service in complete safety, the service will be invoiced at 100%. In accordance with article L121-20-4 of the Consumer Code, park tickets, cinema tickets, ski passes and other tickets (for shows, events, concerts, theater, etc.) are not subject to the right of withdrawal. It is specified that some experiences, attractions, entertainment and ancillary facilities may operate on a seasonal or meteorological basis or may be closed, delayed, modified, unavailable or cancelled without notice or refund.
- If the weather conditions prove dangerous for the practice of the activities NAUTIC LOISIRS MEDITERRANEE and its subsidiary companies reserve the right to move the place of the service or to modify the activities.
- In the event of impossibility due to force majeure, NAUTIC LOISIRS MEDITERRANEE or its subsidiary companies will only invoice the set-up costs (set-up costs, staff salaries, travel expenses, compensation for service providers).

In the event of cancellation by the customer, the service will be invoiced at 100%.

However, subject to availability and a minimum of 48 hours' notice before the event, it is possible to postpone the event to a mutually convenient date (except for nautical activities including catering).

In the event of an increase in the number of participants: an additional fee will be charged. On the other hand, if the number of participants is lower than forecast, the initial amount of the quote remains payable.

5. Disputes

In the absence of an amicable agreement, any dispute relating to our services shall fall within the exclusive jurisdiction of the competent Commercial Court (or Administrative Court for local authorities).