

## GENERAL TERMS AND CONDITIONS OF SALE LITEBOAT

MARCH 2024

The company LITEBOAT develops, manufactures, and markets high-end rowing boats: leisure boats, coastal rowing boats, and row and sail boats. LITEBOAT also sells various accessories necessary for navigation.

LITEBOAT Products can be sold either through its distributors or agents, or directly by LITEBOAT, upon prior quotation.

**These General Terms and Conditions of Sale apply to direct sales to Customers of Products by LITEBOAT, whether in French territory or abroad, excluding any online sales.**

### **1) DEFINITIONS**

In the context of these GTCS, the terms below shall be defined as follows:

- **Accessory:** any type of accessory necessary for launching or navigating a Boat (such as launching trolley, oars, etc.), sold by LITEBOAT, either with or independently of a Boat;
- **Boat:** any type of rowing boat regardless of its destination (leisure, competition, sea, Adventure), designed and marketed by LITEBOAT,
- **Customer:** any natural or legal person who has ordered a Product from LITEBOAT;
- **Non-Professional Customer:** Customer who has acquired a Boat for purely personal (for private and leisure use), or non-profit purposes (such as a sports club offering collective or individual rowing classes and sessions),
- **Professional Customer:** Customer who has acquired the Boat (or any other Product) for professional use (such as purchasing for the purpose of renting out the Boat for profit);
- **Order:** order of one or more Product(s) by the Customer to LITEBOAT, resulting from the acceptance process described in these GTCS,
- **General Terms or GTCS:** these general terms and conditions of sale, as well as any subsequent updates that may apply to the Order;
- **Quotation:** commercial proposal from LITEBOAT, mentioning the detailed breakdown, in quantity and price, of each Product as well as the estimated delivery time, and payment conditions;
- **LITEBOAT:** SAS LITEBOAT, with a share capital of 100,000.00 euros, registered with the RCS of Chambéry under number 750452369, with its registered office at 180 chemin des Cochets 73420 Viviers du Lac FRANCE.
- **Product:** Boats, Accessories, and in general any other product that may be sold by LITEBOAT.
- **Website:** LITEBOAT website, accessible at the address <https://www.liteboat.com/>, or any other address operated by LITEBOAT;

## **2) PURPOSE - ACCEPTANCE**

These General Terms and Conditions of Sale aim to define the conditions under which LITEBOAT sells Products to the Customer.

Any order placed by the Customer or acceptance of a Quotation issued by LITEBOAT implies full and unconditional acceptance of these General Terms and Conditions, to the exclusion of any other document issued by the Customer, which will be unenforceable against LITEBOAT.

These General Terms and Conditions of Sale may be subject to subsequent modifications, the version applicable to the Customer's Order being that annexed to the Quotation or, failing that, that published on the Site and in force on the day of the Order.

## **3) CUSTOMER QUALITY**

The Customer declares to act within the scope of their personal or professional activity, and not to be engaged in a resale network of the ordered Products. Any resale of the Products for commercial purposes is strictly prohibited, except within the framework of a distribution agreement concluded with LITEBOAT.

## **4) ORDERS**

4.1 Any Order implies the Customer's unconditional acceptance of the Quotation, which the Customer must return signed and dated with the mention "Read and approved, valid for agreement" to LITEBOAT.

4.2 The Order is only final upon confirmation by LITEBOAT, which will take the form of an Order confirmation. The delivery times begin only from the acceptance of the Order.

4.3 LITEBOAT reserves the right not to confirm the Order in whole or in part for reasons beyond its control, notably for any supply problem or unavailability of the Products, or any other problem beyond LITEBOAT's control concerning the received Order, such as unpaid previous Orders by the Customer. In this case, LITEBOAT will communicate in writing to the Customer the reason for not confirming the Order.

4.4 Once final, the Order cannot be canceled without the prior agreement of LITEBOAT. In the event that such cancellation is accepted, any amount paid by the Customer when placing the Order will be considered as a deposit (by express derogation from Article 1590 of the French Civil Code), and will be retained by LITEBOAT as a penalty clause. In case of unilateral cancellation of an Order for a customized Product, the Customer will be liable, as a penalty clause, and without delay, for the full amount remaining due under the Order on the day of cancellation.

## **5) DELIVERY**

*5.1 Transfer of Risks - Transportation*

Unless otherwise agreed in the Order, the Products will be collected EXW (Incoterms 2020) at the LITEBOAT workshop in Pontcharra (FRANCE). Consequently, the risks of loss and deterioration of the Products are transferred to the Customer upon delivery to the premises of LITEBOAT. The Customer must therefore contract adequate insurance for the Products, regardless of their payment date. In the event of choosing another mode of delivery (Incoterm), all additional costs (freight, insurance) will be invoiced to the Customer. Deliveries to customers outside metropolitan France are made, unless otherwise indicated in the Order, according to the chosen Incoterm at the location indicated in the Order.

### *5.2 Delivery Times*

- 1) **For Professional Customers:** LITEBOAT will make its best efforts to meet agreed delivery times. However, unless otherwise agreed in the Order, delivery times or dates are indicative only. A delivery delay does not entitle the Customer to terminate the Order or receive any compensation. Notwithstanding the foregoing, the Customer may terminate an Order in case of a delay exceeding 90 days and if, after a first formal notice, LITEBOAT has not delivered the Product within the new delivery period set by the Customer, provided that this delivery period is reasonable.
- 2) **For Non-Professional Customers:** If the Products have not been delivered on the scheduled date in the Order, for any reason other than force majeure or the Customer's fault, the sale may be terminated at the written request of the Customer under the conditions provided for in articles L 216-2, L 216-3, and L 241-4 of the French Consumer Code. In accordance with these articles, it is the responsibility of the Customer to formally request LITEBOAT to fulfill the Order within a reasonable period. Only in the event of non-delivery of the Product within this period may the Customer terminate the Order. The amounts paid by the Customer will then be refunded no later than fourteen days following the date of termination of the Order, excluding any compensation or deduction.

### *5.3 Product Receipt - Acceptance*

Upon delivery, in case of visible damage (traces, tears, poor packaging condition), reservations must be made on the delivery note, in the presence of the driver (art. L.133-3 of the French Commercial Code). The customer must provide a copy of the delivery note with the reservations and send photos of the damages to LITEBOAT within 48 hours by email to [contact@liteboat.com](mailto:contact@liteboat.com) along with an explanation of the damages, so that LITEBOAT can assert its rights to insurance from the carrier.

Upon receipt of the Products, the Customer will perform a visual inspection and verify the conformity of the Products with the Order. The Customer must notify LITEBOAT by email at [contact@liteboat.com](mailto:contact@liteboat.com) within 3 days (72 hours) of any defect or lack of conformity. The Products will be deemed compliant and free from any apparent defect or lack of conformity if no written notification is made to LITEBOAT within this period.

The Customer must provide all means of proof regarding the existence of any defect or lack of conformity. In this case, the only recourse for the Customer will be, at LITEBOAT's discretion, the replacement or repair of the Product at LITEBOAT's expense within a reasonable period compatible with the nature of the defect or lack of conformity; and excluding any other compensation for any potential damage suffered due to this defect or apparent lack of conformity.

## **6) PAYMENT TERMS**

Unless otherwise specified in the Order, the following payment conditions apply:

- 30% of the provisional price upon acceptance of the order;
- The balance of the final price before delivery.

In any case, **all Products must be paid in full 5 days before their delivery, either before their availability to the Customer (EXW) or before their delivery to the carrier (if DAP or another Incoterm).**

Any amount not paid within the deadlines will bear, without notice to the CUSTOMER, an annual interest of 5%. All legal fees incurred in the recovery of the amount due will be borne by the Customer. In case of default in payment of any amount by the Customer, LITEBOAT shall have the right to suspend or cancel any ongoing order, without prejudice to any other right or remedy.

## **7) PROPERTY RESERVE**

IN ACCORDANCE WITH ARTICLE L 624-16 OF THE FRENCH COMMERCIAL CODE, THE PRODUCTS DELIVERED REMAIN THE PROPERTY OF LITEBOAT UNTIL FULL PAYMENT OF THE PRICE BY THE CUSTOMER. IN THE EVENT OF NON-PAYMENT OF THE ENTIRE PRICE REMAINING DUE BY THE CUSTOMER, AND AFTER THE EXPIRATION OF A PERIOD OF 7 DAYS FOLLOWING THE SENDING BY REGISTERED LETTER WITH ACKNOWLEDGMENT OF RECEIPT OF AN UNSUCCESSFUL DEMAND LETTER, THE ORDER WILL BE AUTOMATICALLY RESOLVED, AND LITEBOAT MAY RECLAIM OWNERSHIP OF THE SOLD MERCHANDISE, UNDER THE CONDITIONS PROVIDED FOR IN ARTICLES L.624-9 AND FOLLOWING OF THE FRENCH COMMERCIAL CODE.

For this purpose, the Customer will store the Products in a specific area of its warehouses or premises, in such a way as to make them identifiable in the event of a claim under the above provision. These provisions do not hinder the transfer to the Customer, upon delivery, of the risks of loss or deterioration of the Products.

## **8) WARRANTY**

### 8.1 Legal Guarantees

#### **8.1.1 Guarantee against hidden defects**

The Products benefit from the legal guarantee against hidden defects resulting from a defect in material, design, or manufacturing affecting the delivered products and making them unfit for use, under the conditions and deadlines provided for by articles 1641 and following of the French Civil Code. In the event that action based on the warranty for hidden defects in the sold item is brought by the Client under the conditions provided for in articles 1641 and following of the French Civil Code, the Client may request either the resolution of the sale or a reduction in the sale price in accordance with article 1644 of the French Civil Code, on condition of proving the existence of a hidden defect in the Product existing at the date of delivery.

### **8.1.2 Legal conformity warranty - TWO YEARS**

This warranty is only applicable to Non-Professional Clients. The Client may act on the basis of the legal conformity warranty in the event that the Product does not comply with the technical specifications provided in the Quote or if, in general, it is not suitable for the use that can be expected of the Product.

When acting on the basis of the legal conformity warranty, the Client:

- Benefits from a period of two years from the delivery of the Product to act;
- May choose between repairing or replacing the Product, subject to the cost conditions provided for in Article L. 211-9 of the French Consumer Code; LITEBOAT may prefer to replace or repair the Product if the request made by the Client proves to be disproportionately costly;
- Is exempt, during the 24 months following its delivery, from proving the existence of the non-conformity defect of the Product at the date of delivery.

The legal conformity warranty applies independently of any commercial warranty that may possibly cover the Product. In order to assert his rights, the Client must inform LITEBOAT in writing of the non-conformity of the Products within the aforementioned deadlines and return the defective Products at his own expense to LITEBOAT's workshop.

The Client must inform LITEBOAT whether he wishes to replace or repair the Products deemed non-compliant or defective. However, if the Client's choice entails a manifestly disproportionate cost compared to the other option, taking into account the value of the Product or the importance of the defect, LITEBOAT may implement the option not chosen by the Client. In general, considering the value of the Boats and environmental concerns, any non-conformity defect eligible for the legal warranty will lead to an attempt to repair the Boat, unless it is deemed impossible or more costly than a standard exchange.

If both repairing and replacing the Product are impossible, for example due to unavailability, the Client may return the Product and receive a refund or keep the Product and receive a partial refund. Refunds for Products deemed non-compliant or defective will be made, if applicable, as soon as possible and no later than 30 days following the finding by LITEBOAT of the non-conformity defect or hidden defect. The refund will be made by crediting the Client's bank account or by bank check sent to the Client.

In accordance with Article L.211-2 of the French Consumer Code, the texts applicable to legal warranties are recalled in the appendices to these T&Cs. It is reminded that these provisions are only applicable to Non-Professional Clients.

## **8.2 Contractual Warranty - ADDITIONAL FIVE YEARS**

In addition to the legal warranties, LITEBOAT grants the Client a contractual warranty under the terms defined below.

### **8.2.1 Scope of the warranty**

LITEBOAT warrants to the Client that the Products are free from defects in design, materials, and manufacturing for a period of eighty-four (84) months from the date of delivery to the Client ("Warranty Period"). This warranty applies to all Clients, both Professional and Non-Professional. This warranty is non-transferable in the event of boat resale by the owner.

### **8.2.2 Procedure**

In order to facilitate the processing by LITEBOAT of any claim under this warranty, the Client must register on the LITEBOAT website within 90 days after delivery (registration page: <https://www.liteboat.com/warranty/>). No claims will be examined if the Client is not duly registered with LITEBOAT. LITEBOAT undertakes to provide all necessary assistance to the Client for this registration. The Client must notify LITEBOAT of any defect concerning a Product sold, during the Warranty Period, by contacting LITEBOAT. LITEBOAT may request a prior verification of the alleged defect or claim by an on-site inspection at the Client's premises, which will be carried out personally or through one of its distributors. Alternatively, the Client may provide photos and/or videos of the allegedly defective Product, if this is sufficient to establish the defect, without proceeding with an on-site inspection. These verifications will be carried out as soon as possible. LITEBOAT will examine all claims made by the Client based on the evidence provided by the Client. If this evidence is deemed sufficient to establish the existence of the defect, and subject to the exclusion clauses set out below, the Client must return the defective Products, at his own expense, to LITEBOAT's workshop. LITEBOAT will proceed, or will have a distributor proceed, at its own expense, with the repair of the Product. It will be the responsibility of the Client to transport the Product to LITEBOAT's workshop, with the return shipping costs of the repaired Product also being at his expense. If the repair of the Product proves impossible within a reasonable period (which shall not exceed 60 days), or disproportionately costly in relation to the Product's value, LITEBOAT may, at its discretion, decide to reimburse the Client the price of the Product, reduced by a depreciation coefficient calculated as follows, per year of use of the Product:

- 30% for the 1st year
- 10% for the 2nd, 3rd, and 4th years
- 5% for subsequent years up to the 7th year of use

### **8.2.3 Warranty Exclusions**

The warranty provided in this Article 8.2 does not apply to defects or damages resulting from normal wear and tear, an accident, incorrect installation, improper maintenance, negligence, misuse (i.e., not in accordance with the usage instructions specified in the user guide), unauthorized modification or repair, improper handling or storage of the Products. In particular, the following cosmetic defects are not covered by this warranty section:

- 1) Wheel bearings, foot straps, plastic rails for footrests, hatches, drain plugs. All these elements must be rinsed, cleaned, greased regularly, and these elements will need to be regularly replaced depending on the conditions of boat use (saltwater, sand, ...).
- 2) Scratches on metallic elements that are painted or anodized (riggers, foot plates, quick releases,...). Scratches on carbon elements.
- 3) Cracks, or micro-scratches on the gelcoat.
- 4) Discoloration of the hull and deck, discoloration of the mast. All boats must be stored indoors in a dry place.
- 5) Marks through the gelcoat. LITEBOAT deliberately uses thin materials and a thin gelcoat to save weight and increase performance. There are more marks through the gelcoat than usual on boats.
- 6) Wear of ropes, sails, cleats, winches, shoes, seats, foot stretchers, rudder, fins, deck foams.
- 7) Any metal part attached to the boat (riggers, riggers supports, rails, screws).

**8) Any corrosion on any part of the boat.**

## **9) BOAT REGISTRATION AND CIRCULATION**

The boats comply with the regulations and standards in force in French territory and are suitable for navigation on any inland waterway or maritime route (for coastal rowing boats only), subject to the technical limits indicated in the documentation.

Any French leisure boat navigating at sea must be registered with a maritime affairs service of the delegations to the sea and coastline. The registration number is carried on the ship's navigation document (circulation card, simplified model). It is the Client's responsibility to register the Boat with the competent authorities.

**LITEBOAT guarantees the navigability of the boats on the maritime and inland waterways of metropolitan France. However, LITEBOAT cannot guarantee that the boats can be authorized to navigate outside metropolitan France, nor that they meet all the regulatory requirements of other States. It is the Client's responsibility to inquire with the competent foreign authorities, or with the LITEBOAT distributor in the territory (if applicable), about the legal and regulatory conditions for navigation on inland or maritime routes required by the concerned State, and to proceed with the necessary steps for the registration of the Boat in that State. Since LITEBOAT is not obligated to provide information in this regard, the Client cannot request the cancellation of an Order in case of legal impossibility to use the Boat outside metropolitan France.**

## **10) LIABILITY**

LITEBOAT's liability cannot be incurred in the event of non-performance or improper performance of its obligations due either to the fault of the client, or to the insurmountable and unforeseeable event of a third party to the contract, or to a case of force majeure.

Under no circumstances can LITEBOAT be held liable for damages caused to the Client as a result of the use of the Product that has been found not to comply with LITEBOAT's instructions and the rules of the art.

The Client is informed that rowing requires specific skills and expertise, and that the Products cannot be left for use by individuals not trained in rowing practice, or not accompanied by a professional.

LITEBOAT cannot be held responsible for any material or bodily harm resulting from the use of a Product by a person lacking the necessary skills or expertise to sail the Boat purchased by the Client.

Similarly, LITEBOAT cannot be held responsible for indirect damages resulting from the execution of an Order, including any damages such as commercial loss, loss of customers, loss of profits, damage to brand image, or any third-party claim that may result from LITEBOAT's failure to fulfill its contractual obligations.

In any case, the liability for direct damages resulting from faults attributable to LITEBOAT is limited, all causes combined, to an amount capped at the value of the Products Order that caused the damage.

## **11) FORCE MAJEURE**

Neither Party shall be held responsible for the non-performance or delay in the performance of any of its obligations towards the other Party in the event of the occurrence of force majeure.

By "force majeure event," it shall be understood to mean any event beyond the control of a Party, preventing the total or partial execution of the Order, and which could not be overcome despite reasonable diligence by a party. By express agreement, the following events shall be considered as cases of force majeure: war, riot, fire, earthquake, explosion, flood, failure of means of telecommunication, disruption of means of transportation, delay or failure in the supply of raw materials, for any reason whatsoever, insufficient electric power and energy, terrorist attack or threat of terrorist attack, machinery breakdown, receivership or liquidation of suppliers and/or subcontractors, epidemic or pandemic recognized by the World Health Organization, decisions, laws or decrees incompatible with the execution of the Contract, interruption of electric networks, Internet or telecommunications, death of a key person of LITEBOAT, such as its legal or de facto director, or its technical director, leading to disorganization of the company.

Any force majeure event shall suspend the execution of the Contract and the obligations of the Parties, the Party affected by the event undertaking to make its best efforts to terminate it or minimize its consequences.

The Party affected by force majeure shall inform the other party no later than eight (8) days from the occurrence of the force majeure event.

If the force majeure event lasts more than sixty (60) days, each Party shall have the right to terminate the Order affected by force majeure without damages and interests on either side.

## **12) APPLICABLE LAW - DISPUTE RESOLUTION**

### *12.1 Applicable Law*

Any dispute relating to these general conditions, their validity, interpretation, or performance shall be subject to French law.

### *12.2 Dispute Resolution*

**12.2.1. Applicable Clause to Professional Clients** The Parties agree to endeavor to settle amicably any disputes arising from the conclusion, interpretation, performance, or termination of these terms. Upon the occurrence of a dispute, the Parties shall meet within one month from the notification of the dispute by one Party to the other Party by registered letter with acknowledgment of receipt. The conciliation meeting shall involve at least one representative from each Party. In the absence of an amicable agreement within one month from the conciliation meeting, each Party shall regain its full and complete freedom of action.

IN THE ABSENCE OF AN AMICABLE AGREEMENT UNDER THE CONDITIONS PROVIDED IN THE PRECEDING PARAGRAPH, ANY DISPUTE BETWEEN THE PARTIES RELATING TO THE CONCLUSION, INTERPRETATION, PERFORMANCE, OR TERMINATION OF THESE GENERAL CONDITIONS, FOR ANY REASON WHATSOEVER, AS WELL AS ANY CONSEQUENCES THAT MAY RESULT THEREFROM, SHALL BE SUBMITTED TO THE



EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF CHAMBERY, NOTWITHSTANDING THIRD-PARTY PROCEEDINGS OR MULTIPLE DEFENDANTS, INCLUDING IN THE CASE OF URGENT OR CONSERVATORY PROCEDURES, BY PETITION OR REFERRAL.

### **12.2.2. Applicable Clause to Non-Professional Clients**

ALL DISPUTES ARISING FROM ORDERS MADE UNDER THESE GENERAL TERMS AND CONDITIONS OF SALE, REGARDING THEIR VALIDITY, INTERPRETATION, PERFORMANCE, TERMINATION, CONSEQUENCES, AND FOLLOW-UPS, THAT COULD NOT BE SETTLED AMICABLY BETWEEN LITEBOAT AND THE CLIENT, SHALL BE SUBMITTED TO THE COMPETENT COURTS UNDER COMMON LAW.

The Client is informed that they can, in any case, resort to conventional mediation, in accordance with Article L.534-7 of the French Consumer Code.

Mediation is not mandatory and does not deprive the Client of their right to refer the matter to the competent courts. It suspends the time limits for action and prescription.

## **ANNEX: REMINDER OF LEGAL GUARANTEES**

### CONFORMITY GUARANTEE - LEGAL GUARANTEE FOR HIDDEN DEFECTS

#### *Article L211-4 of the French Consumer Code*

The seller is obliged to deliver goods that are in conformity with the contract and is liable for any lack of conformity existing at the time of delivery. The seller is also liable for any lack of conformity resulting from the packaging, assembly instructions, or installation, when these were carried out under the seller's responsibility as per the contract.

#### *Article L211-5 of the French Consumer Code*

For a product to be considered in conformity with the contract, it must:

Be fit for the ordinary use expected of a similar good and, where applicable:

- Correspond to the description given by the seller and possess the qualities that the seller presented to the buyer in the form of a sample or model.

- Possess the qualities that a buyer can legitimately expect given the public statements made by the seller, the producer, or their representatives, particularly in advertising or labeling.

Or possess the characteristics defined by mutual agreement between the parties or be fit for any special use sought by the buyer, brought to the seller's attention and accepted by the seller.

#### *Article L211-12 of the French Consumer Code*

Legal action resulting from lack of conformity is subject to a limitation period of two years from the delivery of the goods.

#### *Article L211-16 of the French Consumer Code*

When the buyer requests from the seller, during the commercial warranty period granted to them upon the acquisition or repair of a movable good, a repair covered by the warranty, any period of immobilization of at least seven days is added to the remaining duration of the warranty. This period starts from the buyer's request for intervention or the provision of the item for repair, if this provision for repair is subsequent to the request for intervention.

#### *Article 1641 of the French Civil Code*

The seller is liable for hidden defects in the item sold that render it unfit for its intended use or that so diminish its usefulness that the buyer would not have acquired it or would have paid a lower price if they had known about them.

#### *Article 1648 paragraph 1 of the French Civil Code*

Legal action resulting from redhibitory defects must be brought by the buyer within a period of two years from the discovery of the defect.