

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF THE BERTH TO THE MARINA OF THE YACHT CLUB DE MONACO

Updated on 2022-01-01

PRESENTATION OF THE SERVICE PROVIDER

The « YACHT CLUB DE MONACO », association under Monégasque law, authorized in the Principality of Monaco by the ministerial order of November 21, 1949, whose head office is located at Quai Louis II – 98000 Monaco and represented by Mr. Bernard d'Alessandri, as General Secretary (« **the Service Provider** ») or (« **the Yacht Club** »), has been entrusted, under the terms of the contract for the optimization of maritime activities of general interest, in connection with the Ports of Monaco, signed between the Service Provider and the Société d'Exploitation des Ports de Monaco, in June 2013, and extended by amendment no. 1 to the contract signed on 4 August 2016, the provision and management of mooring places in the Hercules outer harbor, shown on the location plan attached as Annex 1 hereto, and known as (« **the Marina of the Yacht Club de Monaco** ») or (« **the YCM Marina** »).

The address of the Service Provider's head office is as follows
YACHT CLUB DE MONACO - Marina du Yacht Club de Monaco - Quai Louis II - 98000 Monaco – **Phone number:** 00 377 93 10 65 00 - **Email:** assistante.marina@ycm.mc.

All claim must to be addressed in written form at:

YACHT CLUB DE MONACO
Marina du Yacht Club de Monaco,
Quai Louis II
98000 Monaco

or

assistante.marina@ycm.mc.

PREAMBLE

In the absence of express written contractual provisions, agreed between the Service Provider and any person entering the YCM Marina, only the General Conditions for the provision of a mooring at the Yacht Club de Monaco Marina (« **the General Conditions** »), Annex 1 and the Internal Regulations of the YCM Marina constitute an indivisible whole and the contractual document applicable between the parties (« **the Contract** »).

The General Conditions are governed by all the provisions of the port regulations in force, namely the General Regulations of the Ports of Monaco, the Internal Regulations of the Ports of Monaco as referred to in Ministerial Decree No. 2007-419 of 13/08/2007 on the general regulations of the ports, and the police regulations of the port or any other regulations that may supplement or supplement the said instruments.

Any person accessing the YCM Marina undertakes, without any reservation whatsoever, to take cognizance of, accept and comply with all the port regulations in force, all maritime regulations in force and/or listed on the official website of the Ports of Monaco (www.ports-monaco.com - legal section) and/or on the official website of the YCM Marina (<https://yacht-club-monaco.mc/ycm-marina/>) as well as the General Terms and Conditions and the Internal Regulations of the YCM Marina.

TITLE 1: PURPOSE OF THE GENERAL TERMS AND CONDITIONS

The General Terms and Conditions are applicable as of January 1st, 2022, to any provision of the berth to the Marina of the Yacht Club de Monaco.

The purpose of this document is to define the terms and conditions for the implementation of the relationship between the Service Provider and the User of the YCM Marina, on the occasion of the provision of services by the Service Provider, consisting of the provision of a location in the YCM Marina for a defined period, and to determine the respective commitments of the parties.

TITLE 2: DEFINITIONS

(« **Reservation** ») or (« **Specific conditions** »): By Reservation or Specific conditions, means any order concerning the effective reservation of a pitch in the YCM Marina, confirmed by the Service Provider, accompanied, if necessary, by the payment of a deposit as defined in Article 7.3 of the General Conditions.

The provision of a site is granted for the duration determined in the Reservation, to allow the identified vessel to stay there. It is non-transferable and exclusive.

All Reservations are irrevocable, unless otherwise agreed in writing by the Service Provider.

To be taken into account by the Service Provider, all Reservations must be made on the Service Provider's website: <https://yacht-club-monaco.mc/ycm-marina/>.

The sale of the services is deemed concluded on the date the Reservation is sent by the Service Provider.

All Reservations are deemed to begin at noon on the day of the vessel's arrival and end at noon on the day of the vessel's departure. In the event of a ship's arrival, exceptionally, before noon, subject to availability and an express written request, an additional half-day will be charged. Depending on the needs of the Monaco Yacht Club Marina, the Service Provider reserves the right to impose a different day and time for the arrival of the vessel, without modification of the price.

No Reservation will be granted by the Service Provider to any of its debtors.

It is also specified that no reservation of a place in the YCM Marina may be requested from the Service Provider during the periods in which the following events take place, the dates of which are communicated each year on the Yacht Club de Monaco website:

- Monaco Yacht Show;
- Monaco Classic Week;
- During the organization of fireworks by the Principality (Privatization of sites from B01 to B04 on the Quai Lucciana)

(« **Customer** ») (« **User** »): By Customer, User, it is meant any legal or natural person, owner, co-owner/shareholder, operator or charterer of the vessel and more generally any entity that has all or part of the economic control of said vessel.

(« **Agent** »): The Agent is a third party (Captain/Vessel Manager/Vessel Management Company/Agent/Broker without this list being exhaustive) duly authorized and mandated by the Customer who can make the Reservation in place of the Customer.

If the Reservation is made by an Agent, it is jointly binding on the Agent and the Customer, in particular for the correct payment of the said Reservation and the associated services.

The Agent, having a written mandate issued by the Customer, must act under cover of a notification by the Customer which must specify the characteristics of the mandate and in particular the scope and duration thereof, the said mandate being communicated to the Agent before the arrival of the vessel in the YCM Marina.

TITLE 3: SCOPE OF APPLICATION AND ENFORCEABILITY

The General Terms and conditions are available on the Service Provider's website: <https://yacht-club-monaco.mc/ycm-marina/>

The Reservation implies, on the one hand, the adhesion and full acceptance of the present General Terms and Conditions by the Customer or the Agent, and on the other hand, its waiver of any contradictory document not opposable to the Service Provider.

The initiative of the Reservation is the sole responsibility of the Customer or the Agent.

The General Terms and Conditions shall apply by operation of law, unless a specific agreement prior to the Reservation has been made in writing between the Customer or the Agent and the Service Provider, concerning the services and/or benefits provided by the Service Provider, in particular, the mooring, the right to use the electrical installations, the right to use the drinking water network, the piloting, without this list being exhaustive.

The Service Provider has the right to modify the General Conditions at any time, subject to publication available at its headquarters and on its website. The version applicable to the Reservation is the one in force at the date the Reservation is made.

TITLE 4: HOW TO RESERVE A BERTH

Reservations are taken into consideration, subject to availability.

Reservations (daily or monthly) are made or confirmed in writing and addressed to the YCM Marina office. Assignments are made in order of registration and according to the compatibility of the characteristics (length, width, draught, weight) of the vessels with the available spaces. The Service Provider reserves the right to check the information given in the request of the Customer or the Agent, in particular the dimensions. Any false declaration will lead to the nullity of the request.

The Contract is concluded for the exclusive benefit of the Customer or the Agent and only for the vessel and the period indicated. The Customer or the Agent may not, under any circumstances, transfer its right of use, rent, substitute or lend the location concerned. The Customer or the Agent may not carry out any commercial activity in the reserved space without the written agreement of the Service Provider, with the exception of the Charter activity.

In the event that the Customer or the Agent wishes to take advantage of its location within the Monaco Yacht Club Marina to organize the sale of its vessel, via an "Open Day", it expressly undertakes to request the Service Provider's agreement in advance and to provide it with all information relating to the organization of the said event.

TITLE 5: MODIFICATION, CANCELLATION, NO-SHOW

The provisions of this section do not apply to winterization.

Article 5.1: Modification

The Reservation being final and irrevocable, any request for modification of the associated service made by the Customer or the Agent can only be taken into account by the Service Provider, if the request is made in writing (only by e-mail), 48 hours (Monaco local time) before the scheduled arrival of the vessel in the YCM Marina, the day and time of which are mentioned in the Reservation confirmation.

If the request is made by telephone, it must be confirmed in writing in the above-mentioned form and time.

In case of modification of the Reservation by the Customer or the Agent, the Service Provider will be released from the deadlines agreed upon for its execution and the site initially reserved may be offered for rental again.

Article 5.2: Annulation

When the cancellation of the Reservation is received by the Service Provider more than 48 hours, Monaco local time, before the scheduled arrival of the vessel in the YCM Marina, whose day and time are mentioned in the Reservation contract, no penalty will be due by the Customer or the Agent.

Except in case of force majeure, as provided for in the General Conditions, when the cancellation of the Reservation is received by the Service Provider less than 48 hours (Monaco local time) before the scheduled arrival of the vessel in the YCM Marina, the day and time of which are mentioned in the Reservation contract, two penalty nights will be charged if the duration of the Reservation is greater than or equal to two days. If the duration of the Reservation is less than two days, one night's penalty will be charged for each day the Reservation is cancelled.

Cancellation requests must be made in writing (email only).

If the request is made by telephone, it must be confirmed in writing in the above-mentioned form and time.

Article 5.3: No Show

In the event of a "No Show" of the vessel from the date of the Reservation accepted by the Service Provider, three nights penalty will be charged for any Reservation whose duration is greater than or equal to three days. For any Reservation whose duration is less than three days, a one-night penalty will be charged for each day of the Reservation not honored. In all cases, the Reservation may be cancelled by right, except in the case of force majeure as provided for in the General Conditions.

TITLE 6: TERMINATION

In case of non-compliance with the regulations in force or with any of the clauses of this document, the Service Provider may terminate the Contract at any time (by registered letter with acknowledgement of receipt) and order the immediate departure of the vessel. If the Vessel is not evacuated within the time limit set, it shall be put ashore at the owner's expense and risk. This procedure does not stop the litigation measures, nor the invoicing of port fees and other services. Any false declaration or failure to declare changes in the information contained in the Contract may result in the termination of the Contract.

In the event of termination due to a breach attributable to the Customer or the Agent, the latter may not claim, in any way whatsoever, the return of all or part of the amounts referred to in Title 8 hereof.

During his stay, the Customer or the Agent may terminate the Contract at any time, subject to the respect of a notice period which varies according to the season, notified to the Service Provider in writing and by e-mail only. If the request is made by telephone, it must be confirmed in writing in the above-mentioned form and time.

Article 6.1: Termination for transfer of the vessel

The Contract shall also be terminated in the event of the transfer of the vessel which is the subject of the said Reservation Contract. The termination of the Contract shall take effect on the date of transfer of the vessel, without any reimbursement being due by the Service Provider.

In the event that the new shipowner wishes to benefit from one of the services, subject of the present contract, it will be up to him to formulate a request to the Service Provider and to provide the documents necessary for the study of his request, in accordance with the present general conditions.

Article 6.2: Summer termination

In summer, the duration of the notice is 48 hours before the planned day of departure. If this notice is respected, no penalty will be due by the Customer or the Agent, only the deposit referred to in Title 8 hereof will be retained by the Service Provider.

Except in the case of force majeure as provided for in Section 13 of these General Conditions, if the cancellation of the Reservation is received by the Service Provider less than 48 hours before the scheduled departure date, two nights' penalty will be charged if the duration of the Reservation is greater than or equal to two days. If the duration of the Reservation is less than two days, one night's penalty will be charged for each day the Reservation is cancelled.

Article 6.3: Winter termination

The rental of a pitch in winter is due in full.
The Customer or the Agent is required to notify the Service Provider by e-mail in case of early termination of his wintering contract.

No deduction from the monthly fee shall be made in the event of termination during the winterization period. In addition, the deposit referred to in Article 8.3 hereof shall be retained by the Service Provider.

Article 6.4: F1 Grand Prix and Historic Grand Prix

During the F1 Grand Prix and the Historic Grand Prix, the notice period will be seven (7) days.

If this notice is respected, no penalty will be due by the Customer or the Agent, only the deposit referred to in Article 8.3 hereof will be retained by the Service Provider.

On the other hand, except in the case of force majeure as provided for in Title 13 of these General Terms and Conditions, failure to comply with the aforementioned notice periods will entitle the Service Provider to payment of compensation corresponding to the full amount of the Reservation for the F1 Grand Prix and the Historic Grand Prix.

TITLE 7: MAIN SERVICE – ADDITIONAL SERVICE - SEASONS

Article 7.1: Main service

The main service includes the mooring means and accessories (excluding the moorings themselves), it being specified that the Service Service Provider cannot be held responsible.

For safety reasons, no vessel must remain unoccupied.

The pricing conditions for this service are specified in Article 8.1 of the General Conditions.

Article 7.2: Additional service

The following services are defined as complementary services:

- **Services:** A non-exhaustive list of services offered is established as follows :
 - Supply of fresh water for on board consumption,
 - Supply of electricity for lighting on board, battery charging and small tools,
 - Provision of containers for the removal of household waste,
 - Weather, nautical and tourist information,
 - Mail service (limited to 15 days and exclusively reserved for the contract holder living on board),
 - High speed WIFI. A WIFI code is activated for the Customer's or Agent's vessel, allowing on-board internet access.

- **Parking space:** On the docks, except for the Service Provider's event needs, each vessel can benefit from a free parking space. To do so, the Captain of the vessel must affix the parking badge that will be issued to him upon the arrival of the vessel in the YCM Marina. Consequently, it is the Captain's responsibility to request the reservation of a parking space, which may be granted, depending on availability.

Furthermore, depending on the season and subject to availability, at the time of the Reservation, a covered parking space, located in the basement garage of the Yacht Club, may be made available to the Customer or the Agent.

This service does not include the service of a valet, nor the handing over of the keys of the vehicle to the Service Provider unless expressly requested in writing by the Customer or the Agent at the time of the Reservation.

To do so, the Customer or the Agent must make known his wish to benefit from this service in writing (only by e-mail).

- **Welcome Pass:** A welcome card ("Welcome Pass") will be given to the Customer or the Agent, upon arrival in the YCM Marina, when the Customer or the Agent is not a member of the Yacht Club.

The Welcome Pass entitles the Customer or the Agent, his/her spouse, their children and guests, if any, to benefits during the entire period of the stopover. It allows, during opening hours and according to

availability, the Customer or the Agent, his/her spouse, their children and guests on board, to access the following areas:

- The Restaurant (Deck 2) ;
- The Sports Bar (Deck 2) ;
- The Pool Bar (Deck 2) ;
- The swimming pool (Deck 2) ;
- the Fitness and Wellness area (Deck 1) (Children under 16 years of age are not allowed to use the equipment in these areas on their own, without the presence of the accompanying member);
- The Club store (Atrium 0) ;
- The cabins (Deck 4).

As a reminder, a dress code is provided and must be respected in the Yacht Club. Information about the Dress Code can be consulted at any time on the website <https://www.yacht-club-monaco.mc/fr/home>.

- **Fitness and Wellness area (Deck 1) :** Access to this area, upon presentation of the Welcome Pass, is possible for the Customer or the Agent and their guests (children under 16 years of age are not allowed to use the equipment of these areas alone, without the presence of the accompanying member) during the winter and summer seasons, excluding the F1 Grand Prix and Historic Grand Prix periods, up to a limit of two people at a time, subject to availability and during the opening hours of the said area.

Access to this space, upon presentation of the Welcome Pass given to the Customer or the Agent, is possible on an exceptional basis, for crews, in place of the Customer or Agent, during the winter season only, within the limit of two people simultaneously, subject to availability and during the opening hours of said space.

Article 7.3 : Saisons

- **Winter season:** This period is from October 1 of year N to April 30 of year N+1.

The benefits available during this period are as follows:

- Main service,
- Additional services (Services, Parking space, Home Pass, Fitness and Wellness area).

- **Summer season:** This period is understood to be from May 1st to November 1st, excluding F1 Grand Prix and Historic Grand Prix periods, and excluding events organized by the Yacht Club, linked to the Principality of Monaco and/or to the Yacht Club's own activity.

The services available during this period are the following:

- Main service,
- Additional service (Services, Welcome Pass, Fitness and Wellness area).

- **F1 Grand Prix and Historic Grand Prix period:** These events, whose dates are defined for each year, take place over a period that runs from Thursday noon, and includes Friday, Saturday, Sunday and Monday following the F1 Grand Prix or Historic Grand Prix until noon.

Only the Primary Benefit is available during this period.

It is expressly understood that the Service Provider does not offer any services other than those provided for in this Article, such as the annual rental of a site.

TITLE 8: FINANCIAL TERMS

Article 8.1: Rates

- **Rate base:** The pricing is established on the basis of the dimensions of the vessel and according to the duration of the main service. A special price may be applied according to the possible eventual needs of the Customer or the Agent.

Consequently, any Reservation will mention the actual length and width of the vessel concerned. The Customer or the Agent shall be personally and jointly and severally liable for the measurements communicated to the Service Provider at the time of the Reservation via the online reservation form. The effective length and width of the

vessel concerned is understood to be after taking into account all the elements corresponding to a real length or width (in particular, and without exhaustiveness, the bowsprit, the sterndeck, the presence of an outboard engine, etc.).

In the event of a dispute between the parties over these elements, the dispute shall be resolved by an expert appointed by the Service Provider, the cost of said expertise being borne by the defaulting party.

The pricing of multihulls occupying a place is established according to the number of places actually occupied within the YCM Marina, and on the basis of their length, overall, increased by the application of a coefficient of 1.6.

All the pricing of the services provided by the Service Provider, within the framework of the main service, can be consulted at the office of the YCM Marina and on the website of the Service Provider <https://yacht-club-monaco.mc/ycm-marina/>. It is reminded that there is a different fee schedule depending on the type of service and the season as defined in Article 7.3 hereof.

According to its strategy of commercial optimization, the Service Provider reserves the right to apply particular commercial discounts (or any other offer of its choice) under conditions that it defines. The discounts or offers exceptionally applied by YCM Marina are only applicable from the date of presentation of the corresponding receipt and without retroactivity.

➤ Pricing terms and conditions :

➤ Main service: For the main service, the applicable prices are as follows :

- Winter season: A monthly contractual rate will be applicable to any wintering contract, in the absence of a wintering request a daily rate will be applicable for any passage.
- Summer season : Daily rate,
- F1 Grand Prix and Historic Grand Prix period: Special event rates.
- Open Day: For all Open Day requests, a special fee will be applied.
- Hybrid vessels: As part of the development of a more ecological Marina and in partnership with the SEA Index Association, the Marina du Yacht Club de Monaco grants a 10% discount to any hybrid vessel for any reservation with the Marina.

The details of the rates are available on the website of the Service Provider <https://www.yacht-club-monaco.mc/fr/home>.

➤ Additional service: For the additional service detailed in Article 7.2 hereof, it shall be subject to special fees, collected in addition to the fee for the main service. These special fees are described below:

✓ Services :

- For fresh water, pricing is based on actual consumption in m3.
- For electricity, the price is established according to the real consumption in KWH.

The pricing details is available on the Service Provider's website: <https://www.yacht-club-monaco.mc/fr/home>.

✓ Parking space: The parking space on the quays is provided free of charge for the duration of the stay in the YCM Marina. However, the use of a covered parking space in the basement will be charged either by the week or by the month. The current rates and details of the pricing terms are available on the Service Provider's website: <https://yacht-club-monaco.mc/ycm-marina/>

✓ Welcome Pass: When using the Welcome Pass, it is specified that drinks consumed and/or purchases made (including services) during the stopover will be invoiced and paid for immediately by credit card or in cash at the various Yacht Club sales points.

- ✓ **Fitness and Wellness area (Deck 1):** Access to this area is free of charge for the Customer or the Agent and their guests (children under 16 years of age are not allowed to use the equipment in these areas on their own, without the presence of the member accompanying them) or, where applicable, the ship's crew members, subject to compliance with the conditions set out in Article 7.2 hereof.

In general, the rates in effect may be revised annually on January 1 of each year. Any change in rates will automatically apply on the date indicated on the new rate.

The Service Provider's prices are set by the rates in force on the day of the Reservation. They are all in Euros, all taxes included. For persons exempt from VAT, the latter may be deducted upon presentation of proof of exemption.

Article 8.2: Port fees

Port duties are payable by the Customer or the Agent. In the case of jointly owned vessels, the joint owners are jointly and severally liable for the payment of the fees without being able to invoke the benefits of discussion and division, which they expressly waive.

Article 8.3 : Deposit

The Customer or Agent agrees to pay a deposit to the Service Provider, the amount of which varies according to the season, namely:

- For the **Winter season**, the deposit amount is equal to 1 month of mooring according to the rate in force;
- During the **F1 Grand Prix and the Historic Grand Prix**, referred to in Article 6.3 hereof, the amount of the deposit is equal to 35% of the amount of the total Reservation, according to the rate in force;
- For the **Summer season**, for any reservation with a notice period of more than three months, of one and/or more days and even of more than one month, a deposit equal to 50% of the total amount of the Reservation, according to the rate in force, is required.

As a reminder, any deposit paid will not be refunded and/or credited, and/or will not generate new reservations.

Article 8.4: Invoice

The invoices are established according to the dates of reservation and must be paid cash, without possibility of discount. The invoice will be established in the name of the Customer or the Agent subject to having completed the pick-up form.

Toute facture émise est définitive. Dans le cas où le Customer ou le Mandataire requiert une facturation particulière, la demande, pour être prise en compte, devra être formulée par écrit, de préférence par email, avant l'arrivée du navire. Tous les documents justificatifs inhérents à cette demande devront être adressés au Prestataire impérativement avant l'établissement de la facture. Dans le cas contraire, ils ne seront pas pris en compte.

In all cases, the Service Provider will check the supporting documents before any invoicing, the Customer or the Agent undertaking to provide the said documents to the Service Provider in advance.

The price of the Reservation shall be invoiced for the period of the stopover requested and accepted by the Service Provider.

Any extension of the stopover requested and accepted by the Service Provider will result in a new invoice, calculated on a monthly or daily basis according to the type of service chosen, and this on a pro rata basis for the remaining period.

In the case of a Customer passing through the intermediary of an Agent appointed by him for this purpose, whether an individual or a legal entity, the invoice will be sent to the Customer under the care of the said Agent, who acknowledges having read the General Conditions. The latter's responsibility and that of the Customer are engaged with respect to the Service Provider regarding the payment of the invoices corresponding to the Reservation, both for the mooring and for all other expenses related or not to the mooring. The same applies to all miscellaneous sales requested by the Customer or its Agent, accepted by the Service Provider and invoiced by the latter. In this respect, the Agent is required to complete and sign, at the latest on the day of the vessel's arrival, the acceptance form that was given to him.

All Reservations that the Service Provider accepts to execute are done so on the basis that the Customer or the Agent presents sufficient financial guarantees deemed as such by the Service Provider, and that the Customer or the Agent will effectively pay the sums due when due, in accordance with the law. Therefore, if the Service Provider has serious or particular reasons to fear payment difficulties on the part of the Customer or the Principal at the date of the Reservation, or after the latter, or if the Customer or the Principal does not present the same guarantees as at the date of acceptance of the Reservation, the Service Provider may make acceptance of the Reservation or the continuation of its execution conditional upon cash payment or the provision of guarantees by the Customer or the Principal to the benefit of the Service Provider.

The Service Provider also has the right, without justification, to accept the Reservation made by the Customer or the Principal only after payment in advance of the requested service. In case of refusal by the Customer or the Principal of the advance payment, without any sufficient guarantee considered as such by the Service Provider being proposed by the Customer or the Principal, the Service Provider may refuse to honor the Booking(s) made and to provide the services concerned, without the Customer or the Principal being able to claim an unjustified refusal of sale, or to claim any compensation.

In the event that a Customer or the Agent makes a Reservation to the Service Provider without having paid the previous invoice(s), the Service Provider may refuse to honor the Reservation and to provide the service concerned, without the Customer or the Agent being able to claim any compensation whatsoever, for whatever reason.

TITLE 9: TERMS OF PAYMENT

Invoices are payable upon receipt, and at the latest within thirty (30) calendar days following the date of issue of said invoices.

In any case and in application of article 9.7 of the Internal Regulations of the Ports of Monaco, the payment of the sums due to the Service Provider must imperatively be made before the departure of the vessel, by bank card, transfer or in cash, only for amounts not exceeding thirty thousand (30,000) euros.

Any amount not paid on the due date will give rise to the payment by the Customer or the Agent of penalties fixed at 2.00% per month of delay. These penalties are payable as of right and may be charged to the account of the Customer or the Agent. Any recovery costs are to be borne by the debtor.

In addition, the Service Provider reserves the right to refer the matter to the competent court in order to recover the sums due, under daily penalty for each day of delay, or to have the vessel concerned seized.

To be admissible, any claim must be presented by the Customer to the Service Provider in writing within fifteen days of the invoice being sent. It is formally understood that no compensation between the claims of the Service Provider and the claims of the Customer or the Agent can take place.

Any submission of a claim does not relieve the Customer or the Agent of its obligation to pay the entire invoice. All actions arising from the application of the General Terms and Conditions shall be barred within two years.

In the event of non-payment in full of an invoice that has fallen due, after formal notice has remained without effect within 48 hours, the Service Provider reserves the right to suspend all current and/or future services without the Customer or the Contractor being able to claim any compensation, for any reason whatsoever.

TITLE 10: RESPONSABILITIES AND OBLIGATIONS OF THE SERVICE PROVIDER

Article 10.1: Responsibilities

The Service Provider is insured against the risks of its own responsibility. In this respect, the Service Provider shall not be held responsible for:

- Damage caused by third parties to the vessel which is the object of the services;
- Nor for damage caused by any electrical connection, installation of plug wiring or any other connection directly related to the infrastructure provided on the docks;
- Nor of thefts and damages that could be caused within the YCM Marina.

It cannot be held responsible for damage caused by broken mooring lines or insufficient fenders or mooring lines.

In case of force majeure, as defined in Title 13 of these General Conditions, duly noted, YCM Marina cannot be held responsible for the damage or destruction of the vessel, caused by the dismantling or total disappearance of the works of the port.

The custody and preservation of the vessels and their equipment are not the responsibility of YCM Marina.

Article 10.2: Service Provider's obligations

The Service Provider shall perform exclusively the services referred to in Title 7 of the General Conditions.

Any case of force majeure or any impediment beyond the control of the Service Provider gives the Service Provider the possibility to postpone, suspend, reduce or cancel the planned service.

TITLE 11: ENTRY AND EXIT OF THE VESSEL

Prior to any entry of the Vessel into the outer harbour of Monaco, the Customer or the Agent undertakes to obtain information from the Maritime and Airport Police Division on the conditions of entry and security of the Vessel and undertakes to provide any document requested by the said administration.

The Marina du Yacht Club de Monaco cannot be held responsible in the event of failure to present the elements requested by the Maritime and Airport Police Division.

The communications are done through the VHF system (Very High Frequency).

For any movement of a vessel, in or out, the Customer or the Agent must scrupulously respect the following procedure, in the order stated below:

- Contact the YCM Marina, on channel 14, to announce the imminent arrival or departure of the vessel and request the assistance of the dockworkers and other personnel in charge of mooring it;
- Contact the Harbour Master's Office on channel 12 to obtain authorization to enter or leave the port area.

Access to the YCM Marina is subject to authorization to enter and leave the port given by the Harbour Master's Office of the Port of Monaco, via channel 12.

TITLE 12: ABSENCE

Article 12.1: Declaration of absence

Whatever the season, in case of provisional or definitive release of the site which was allocated to him, the User is held to inform in writing the office of the YCM Marina of his departure 48 hours before, by e-mail.

In the absence of having been informed in the above-mentioned conditions, the YCM Marina will consider, after 24 hours of absence, that the aforementioned site is available. In any case, the YCM Marina will dispose of the free space and reserves the right to reallocate it.

The User must inform the YCM Marina staff of his return within a minimum of 48 hours. The latter will allocate him a place corresponding to the characteristics of his ship according to the provisions of the YCM Marina.

Article 12.2: Vessel absence billing

Any declaration of absence must comply with Article 7 of the YCM Rules and Regulations, i.e. be made in writing at least 48 hours in advance, failing which the Customer or the Agent will be subject to penalties.

The amount of penalties applied will depend on the season in which the pitch is made available, namely:

- **Absence in summer:** In summer, when the above-mentioned notice period is not respected, a two-night penalty will be charged if the duration of the Reservation is greater than or equal to two days. If the

duration of the Reservation is less than two days, one night's penalty will be charged for each day of the cancelled Reservation.

- **Absence in winter:** No reduction on the monthly fee will be granted for the absence of the vessel during the wintering period.

TITLE 13: FORCE MAJEURE

Events beyond the control of the parties, which they could not reasonably be expected to foresee, and which they could not reasonably avoid or overcome, shall be considered as force majeure, insofar as their occurrence renders the performance of the obligations totally impossible, subject to providing proof thereof.

In particular, the following are considered to be cases of force majeure or fortuitous events releasing the Service Provider from its obligation to provide its services within the time limits initially set: fire, flood, war, inability to obtain supplies of raw materials, epidemics, unavailability of docks and pontoons.

In such circumstances, the Service Provider shall notify the Customer or the Contractor in writing (e-mail only), within 24 hours of the date of occurrence of the events, the Contract binding the Service Provider and the Customer or the Contractor being then automatically suspended without compensation, from the date of occurrence of the event.

If the event lasts for more than 30 days from the date of its occurrence, the Agreement entered into by the Service Provider and its Customer or the Contractor may be terminated by the most diligent party, without either party being entitled to claim damages. This termination will take effect on the date of the first presentation of the registered letter with acknowledgement of receipt denouncing the said Agreement.

The Service Provider cannot be held responsible for damage and/or destruction of the Customer's vessel due to force majeure.

TITLE 14: AUTONOMY OF CONTRACTUAL TERMS

If one or more stipulations of the General Conditions are held to be invalid or declared as such in application of a law, a regulation or following a final decision of a competent jurisdiction, the other stipulations will keep all their force and their scope.

The nullity of a contractual clause does not entail the nullity of the General Conditions.

In the event that the performance of one or more of the clauses of the Contract is rendered impossible as a result of its cancellation, the Service Provider and the Customer or the Contractor will attempt to come together to establish a new clause whose spirit and letter will be as close as possible to the old clause, with the other stipulations of the Contract remaining in force.

Failing this, or if the general economy of the Contract is fundamentally disrupted, the Customer or the Agent or the Service Provider may, by mutual agreement, formalize in writing the cancellation of the Contract in its entirety.

TITLE 15: NON-WAIVER

The fact that the Service Provider or the Customer or the Contractor does not demand or delay the demand for performance by the other of one of the stipulations of the Contract shall in no way be deemed to constitute any waiver, now or in the future, of the performance of that stipulation.

TITLE 16: ELECTION OF DOMICILE

For the purposes of these terms and conditions and their consequences, the Customer or the Agent and the Service Provider shall elect domicile at their registered offices wherever they may be located. In the event of modification, the party concerned will inform the other party without delay by registered letter with request for acknowledgement of receipt.

TITLE 17: ENTIRE CONTRACT

In the absence of express written contractual provisions agreed between the Service Provider and the Customer or the Contractor, only the General Conditions and Appendix 1 shall constitute the Contract. These documents contain the complete agreement of the parties and establish the entirety of their rights and obligations. They cancel and replace all previous talks, documents and/or written and/or verbal commitments.

In case of contradiction between these different instruments, the General Conditions and Appendix 1 shall prevail over the Reservation (except for imperative provisions).

TITLE 18: DISPUTES – JURISDICTIONAL COMPETENCE – APPLICABLE LAW AND LANGUAGE

Article 18.1: Applicable Law

The General Terms and Conditions and the operations resulting from them are governed by and subject to Monegasque law. Any question relating to the General Conditions and to the services they govern, which is not dealt with by the present contractual stipulations, shall be governed by Monegasque law to the exclusion of any other law.

Article 18.2: Applicable language

The present General Conditions are written in French. In the event that they are translated into one or more foreign languages, only the French text will be deemed authentic in the event of a dispute.

Article 18.3: Jurisdictional competence

All disputes arising from the operations concluded in application of the General Terms and Conditions, concerning their validity, interpretation, execution, termination, consequences and which have not been resolved between the Customer or the Principal and the Service Provider, shall be subject to the exclusive jurisdiction of the courts of the Principality of Monaco, notwithstanding the exclusive right of the Service Provider to bring any protective, enforcement or provisional action before the court which it deems to be the most appropriate (in particular, in the event of default by the Customer or the Principal).

In addition, in the event of legal action or any other action for the collection of debts by the Service Provider, the costs of summons, legal fees (which will be conventionally deemed to be repeatable) and bailiff's fees, and all ancillary costs will be borne by the Customer or the Agent at fault, as well as the costs related to or arising from the non-compliance of the Customer or the Agent with the terms of payment or performance of the Booking.

TITLE 19: PERSONAL DATA

In the event that the Customer or the Agent and/or the Service Provider have to process personal data, they must do so in accordance with the laws and regulations in force in Monaco on the protection of personal data and must, in particular, ensure an adequate level of security so as to guarantee its integrity and security.

This level of security must comply with the regulations in force in Monaco and in particular with Law 1165 of 23 December 1993 consolidated since Law n°1462 of 28 June 2018.

In accordance with the aforementioned law, the Customer or the Agent has the right to access, modify, rectify and delete any personal information concerning him.

To exercise this right, the Customer or the Agent must make a request by post or in person, at the Service Provider's head office, to the person responsible for processing or his representative.

TITLE 20: PRE-CONTRACTUAL CUSTOMER INFORMATION

The Customer or the Agent acknowledges having been informed, prior to the Reservation, in a legible and comprehensible manner, of the present General Conditions, but also of all information relating to the services of the YCM Marina, namely:

- the characteristics of the site;
- the YCM Marina's internal regulations.
- the price of the site and the related costs;

- the information relating to the identity of the Service Provider, its postal, telephone and electronic contact details, and its activities, if they are not apparent from the context,
- the information relative to the legal and contractual guarantees and their methods of implementation;
- the information on the processing of various complaints.

The fact that the Customer or the Agent has received the General Terms and Conditions implies, on the one hand, its full and complete adherence and

acceptance of the said General Terms and Conditions, and on the other hand, its waiver of any contradictory document that is not enforceable against the Service Provider.

In the event of litigation relating to the pre-contractual information of the Customer or the Agent, it is up to the Service Provider to prove the good execution of its obligations in this matter.

ANNEXE 1
PLAN YCM MARINA

