

ADH inotec multihulls manufacturer

EASY REGATTA: The « turnkey » regatta



Diam 24 one design: simple and accessible, speed in utter freedom

« Rethink Everything »

Everything evolves and changes, regatta practice as well!

Based from the findings that:

A real decline has been observed in regatta practice, in every series and for all supports in general.

Professional and personal lives of sailors, (our modern lives), leaves barely time for regatta practice.

Competition among all leisure activities: learning how to sail can take a long time and the ratio investment/sensations is only positive in the long run, while many other activities are less costly with easier access and with an immediate pleasure sensation.

Sailing practice is directly dependent on weather forecasts and nature.

Devices for sea access more and more regulated.

For all these reasons many have put an end to their sailing passion.

The Easy Regatta concept came out of these findings: It's basic line is to optimise for you the pleasure of sailing by leaving all the logistical and material organisation to trained professionals, highly-equiped technically...



ADH inotec has been working on this idea since 3 years, to define and secure it.

The ultra-dismountability features, it's Dbox storage, its one-design feature are specifications which enable real evolutions in the organisation of regatta practice: Cost reductions, carbon foot-prints reduction (boats will be used more often and displaced in numbers...)

Easy Regatta: What is it?

It's a turnkey service:



You choose your programm: dates for several Training-Coaching, several regattas, from the Diam24od class calendar.

An Easy Regatta contract assigned between Adh inotec and the Team : it defines the services and the responsibility of each one.

Our technical service takes care of the material, logistical and maintenance work. It welcomes the sailing crews for the boats launches, it is available during the whole weekend for technical assistance and advices...

Easy Regatta, with Diam 24od enables you both, to sail according to your level and compete against higher professional levels. You can also modulate freely your favourite leisure activity!

Easy Regatta is also about discovering new sailing-sites, pleasing oneself during a long weekend among friends: The fleet gathered gives you the opportunity to know about discovery raids where sailing is quite sporty and fast. It's a practice between leisure activity and regattas with friendly ambiance ashore.

This guided tour whose thematic is sailing practice, on a fast and sensational sportboat, happened in Sweden in June 2018 and is planned in Croatia in June 2019.

For its development, the concept is about being completely autonomous, about organising all the regattas in the most beautiful areas while trying at best to get rid of possible contraints (bad weather, tides, accommodation, legislation, rules application controls...)



Make easy your weekend: no more logistical tackling, your only concern is sailing! No need to come on the sailing spot long before the schedule, you can come on the very morning of the event or on the eve, the Diam 24 one design is awaiting ready to be launched.

No more paperwork, we do the regattas registration for you!

No more endless loading and uploading at the end of a regatta! Once ashore we take the reins, we dismantle and store the D24od. You have plenty of time to go to the Prize giving ceremony and chill off with your family and share with other teams on this regatta weekend!

How does it work in practice?

The boats are delivered fully assembled. During the event we assit you technically.



After the last race, we take care of the boats we ask you for your feedbacks, we dissassemble the boats, we do the check-up, we carry out small maintenance works and eventually reparations.

We transport the boats and store them between each regattas.

In case of bad weather, we manage the insurance files, the reparations and fixing up.

Example of a navigation programme

Thursday afternoon, boat available once fully mounted: First try the water site!

Friday morning: last training before the event.

Friday afternoon + full day Saturday and Sunday : Regattas.

Sunday afternoon: after the last race we take hold of the boat, you just have to assist the Prize giving ceremony before leaving for home.





Easy Regatta: for whom?

Different services to answer the needs of different sailor-profiles :

You know how to sail in regattas, but you haven't any experiences in multihulls: Come and discover the simplicity of the boat and the pleasure it generates at any speed and feel how speed can be thrilling. A good opportunity to see if the Diam 24 one design series can meet your expectations!

You are a D24 owner, You live far from the sea. You have time to navigate? We store and maintain your boat.

You are a young team in a sailing club owning a Diam 24od.

You don't have the training and the Epermit experience, you have no preparers, your programme is clearly identified? We can take care of your logistical work, the maintenance and disassembling of your boat.

You are a professional team : You would like to externalise the activities away from your main activity premises, we manage your logistical and maintenance part.

You don't have enough crew members? Our network should help you find one.
You want to navigate with your own sails? We'll take care of them after every use!





Join our one design Diam 24 series, Many of them did and don't regret it!

Vincent BOUVIER - A monotype regatta lover- Sails on the D24od Carat

« It's like a huge catamaran with a real power sensation downwind and speed upwind.. It is quite easy to assemble and that's good because we didn't take ages to understand how it works.

Eric RENAULT– Years of regattas on every supports – Sails on D24od Diam and Fun « Initially, the Diam was a transition towards foilers but really the pleasure is phenomenal! It's an impressive and secured boat which gives a lot of pleasure. I adore my boat! I adore my Diam!

Bernard STAMM – Skipper of D24od Cheminées Poujoulat

« It's a boat really accessible to everyone. »

Thierry DEGROOTE - Has discoverd the boat during the Stockholm Archipelago raid - named « Navigateur du Dimanche »

st That was a real discovery this Diam 24od. It has been studied for racing and for pleasure. Try it to adopt it st »

Pierre - Has discoverd the boat during the Stockholm Archipelago raid - Sails usually on Nacra 500

« Easier to steer than my Nacra 500, quicker, good acceleration and less fear about capsizing : a clean boat! »



The good reasons to practise Easy Regatta:

- -You manage your leisure-regatta expenses with precision: No more annual maintenance, insurance, transport, repairs, parking, and preparatory planning fees or new sais purchases....
- -You plan according to your personal need, you are free from the constraints and you optimise your leisure time available!

Up to you to choose your season programm:

Ragatta Name	Location	Dates	Level	Price including VAT	Choice
Training Coaching	La Trinité	9 et 10 february		990	
Training Coaching	Port-la-Forêt	16 et 17 february		990	
Training Coaching	La Trinité	23 et 24 february		990	
Training Coaching	Port-la-Forêt	2 et 3 march		990	
Training Coaching	La Trinité	9 et 10 march		990	
Training Coaching	Port-la-Forêt	16 et 17 march		990	
Training Coaching	La Trinité	23 et 24 march		990	
Training Coaching	Port-la-Forêt	30 et 31 march		990	
Spi Ouest France	La Trinité	18 au 22 april	Diam Racing	3 750	
Eurocat	La Trinité	2 au 4 may	Diam Racing	2 250	
Tour de Belle Ile & Training Coaching	La Trinité	17 au 19 may	Diam Racing	2 250	
GPEN, National D24od	Brest	30 mai au 1 june	Tour Voile Series	3 200	
Raid de Quiberon (1-*)	Quiberon	8 au 10 june	Diam Racing	2 250	
Raid Emeraude	St Lunaire	28 au 30 june	Diam Racing	2 250	
Trophée des Multicoques	La Trinité	28 au 31 august	Diam Racing	3 000	
Atlantique Télégramme	Lorient	20 au 22 september	Diam Racing	2 250	
Catagolfe & Training Coaching (1-*)	Arradon	4 au 6 october	Diam Racing	2 250	

Easy Regatta 2019 Tarifs:

These prices are per boat in €all taxes inclusive, and registration fees for the regatta inclusive. The amount of boats available for renting in 2019 is 5 per event.

The trainings:

Weather issues : From february to end of March 8 week-ends have been planified between La Trinité and Port la Forêt.

Warning, not all of them will be carried out!

You will be receiving confirmation, based on weather conditions, one week before the event.

Following the number of boats, it's possible to transport from one spot to another the boats in order to be numerous enough to share the Training-Coaching exercices and expenses (a Financial participation for the boat transport will be asked to the crews)

The 17th to 19th May week-end, Tour de Belle Ile, a day full training is planned on Friday and Sunday. Week-End Training-Coaching: Price for a day



coaching (Trainee + boat) to be shared with other boats = 450 €All taxes inclusive.

Number of boats mini = 3 Number of boats = 6

Reservation and rental min: 1 event (Training-Coaching or regattas race).

Quantitative discount:

For an amount superior to 10 000 €ttc = 4% discount For an amount superior to 13 000 €ttc = 6% discount

For an amount superior to 16 000 €ttc = 8% discount

Without suficient amount of boats rented or Diam24od registered a race we are entitled to propose another event or cancel the race.

Reminders on the Class rules.

We remind you that the boat like the crew must abide by the rules of the Diam 24 one design class, below a summary:

Each crew is composed of 3 to 4 members, minimum weight is to be 220kg, no maximum weight.

All crew members must be licenced next to the FFV



1-* – We don't have boats available for this event, a solution is being sought.



Template: EASY REGATTA offer:

Rental contract:

Please find below the regular rental contract Rental of a Diam 24 one design ready for sailing

Places and dates: according to your programme selection.

Price:

According to your proforma invoice following your programme selection.

Without suficient amount of boats rented or Diam24od registered in a race the right of cancellation is applied.

Payment:

20 % at order time.

In 8 instalments over the regatta season

Cancellation:

In case of order cancellation, a break-fee of 50 % minimum on the deposit paid, will be applied for engaged fees.

Insurance and Financial guaranty:

The franchise amounts to 2000 € for regattas, 1000 € for the training.

The guaranty: A 2.000 € Bank cheque

(The franchise can be supported by specialised insurances, or with your FFV Licence)

Validity: This is a 30 days limited time offer running as from 28th November 2018.

Sustainable development participation: Feel free to give us 10 potential contacts for our Diam24 od offer so as to promote and enlarge our fleet, become an Ambassador/Provider!

Date//	
Place	••••
Signature preceded by	« Good for agreement »



BOAT CHARTER AGREEMENT

BETWEEN:

ADH INOTEC, a French *Société à Responsabilité Limitée* (*SARL*) with a share capital of 7622 €uros, having its registered office located rue de Port La Forêt, 29940 La Forêt-Fouesnant, France, and registered with the Registry of Commerce and Companies of Quimper under number 403 384 027, represented by Mr. Vianney Ancellin, its *Gérant*,

(hereafter referred to as the "Owne

	ON THE ONE HAND,
<u>AND</u> :	
Surname, Name or Company Statut	
Named in this contract the « Tenant »,	
0	N THE OTHER HAND.
THE PARTIES HAVE AGREED AS FOLLOWS:	
Article 1 – Purpose	
This agreement sets forth the terms and conditions pursuant to which the Owner shall rent to the Charter N° (the "Boat"),	er the DIAM 24 one desig
for a term of 5 days starting on the2019 (at 9 am) and expiring on the, 201 Period ").	9 (at 6 pm) (the "Charte
Article 2 – Date and Place of Delivery	
The Boat shall be delivered to the Charterer on, 2019 (at 9 am), at	·
Article 3 – Date and Place of Re-delivery The Charterer shall re-deliver the Boat to the Owner on	
The Charles shall be derived the Boat to the Owner on 2019 (at 0 pm)	

Article 4 – Inventory

- **4.1** The Boat complies with the DIAM 24 one design Class Rules and is delivered with the related safety features, allowing "Inshore" sailing.
- **4.2** An Inventory Checklist detailing the Boat equipment and accessories is attached hereto as Exhibit A.

Article 5 - Possession and Control of the Boat

at the place specified in Article 2 above.

- 5.1 The Charterer shall take full possession and control of the Boat once the Charter Fee (as defined below) has been paid in full, the security deposit has been received by the Owner, and the Inventory Checklist has been signed by both parties. The Owner must deliver to the Charterer a seaworthy Boat, equipped and insured in accordance with all applicable laws and regulations determined by the competent authorities for the relevant boat design category.
- 5.2 The description of the Boat and its equipment shall be detailed in the Inventory Checklist a copy of which shall be delivered to the Charterer, together with the compulsory sailing documents and gear, the Registration Certificate (*Acte de Francisation*) and the Safety Certificate (*Titre de Sécurité*) of the Boat.

Article 6 – Condition of the Boat and its Equipment

Upon delivery, the Boat and all equipment listed in the Inventory Checklist shall be in proper condition. The Charterer shall use the Boat with due care and in accordance with its design category. Any abnormal deterioration or missing item would immediately give rise to a deduction from the security deposit referred to in Article 9 below.

The Charterer is not entitled to drill holes in the Boat structure, without the prior written specific consent of the Owner.

Article 7 - Technical assistance and intervention

The Charterer shall be entitled to add decorations in the colors of its partners to the Boat, subject to removing any and all decorations before re-delivering the Boat.

<u>Article 8 – Decorations</u>

For all technical problems that are not related to an ageing of the equipment and where the responsibility of the users will be engaged, the repair will be done as soon as possible and invoice in addition.

Article 9 - Rental price and payment schedule and security deposit

- **9.1** Refer to the proforma invoice
- **9.2** Security Deposit

Before delivery of the Boat, the Charterer shall deliver to the Owner, as security deposit, a 2 000 €check which shall not be cashed by the Owner.

Upon re-delivery of the Boat, after inspection and inventory of the Boat and its equipment, such security deposit shall be (i) refunded to the Charterer in full, if the Boat and its equipment are in the same condition as they were at the time of delivery thereof by the Owner, as detailed in the Inventory Checklist, or (ii) retained by the Owner, in whole or in part, in case of deteriorations, damages or missing items, normal wear and tear excepted.

In such latter case, the Owner and the Charterer shall assess the damages and agree upon the amount to be retained from the security deposit as compensation. Failing an agreement between the parties, the matter shall be submitted for arbitration to Mr. Yvon QUERNEC, a marine surveyor, whose decision shall be final and binding upon the parties. All costs and expenses incurred in connection with such arbitration process shall be retained from the security deposit.

Subject to the above provisions and Article 15.6 below, the Owner shall refund all or part of the security deposit to the Charterer as follows:

- (i) if no amount is to be retained from the security deposit or the parties agree upon such amount, within eight (9) days from re-delivery of the Boat, in case of a Charter Period of one (1) week or less, or within one (1) month from re-delivery of the Boat, in case of a longer Charter Period,
- (ii) if the parties disagree upon the amount to be retained from the security deposit, within one (1) month from an agreement between the parties on such amount or the decision of the above-mentioned marine surveyor.

Article 10 – Insurance

- The Owner declares that it has taken out a comprehensive insurance policy ("Tous Risques") providing coverage for any damages caused by the Charterer [or its crew] to the Boat, its equipment and accessories (excluding the outboard engine). The Charterer shall nevertheless be liable for the payment of such damages up to the amount of the insurance deductible (i.e. 1,000 € excluding taxes out of racing conditions, 2,000 € excluding taxes in racing conditions), and may take out its/his/her own insurance policy for purposes of covering such amount.
- 10.2 The Owner declares that it has taken out a civil liability insurance policy ("Responsabilité Civile") providing coverage for any damages caused to third parties, it being specified that such insurance policy does not provide coverage for damages suffered by any person on board the Boat.
- 10.3 The Owner shall not be liable for any loss or damages which might affect the personal property of the Charterer or its/his/her guests. Individual insurance policies may be taken out by the Charterer, for its/his/her benefit and at its/his/her own expense, to protect the persons on board the Boat against the risks referred to under Articles 10.1 and 10.2.
- 10.4 The Owner shall inform the Charterer of the terms of its insurance policy no less than forty-eight (48) hours before delivery of the Boat.

Article 11 – Use of the Boat

- 11.1 The Charterer shall only take on board the authorized number of persons and shall only use the Boat for purposes of cruising or racing, excluding, in particular, any commercial or fishing activities. The Charterer shall indemnify and hold the Owner harmless from any liabilities (whether as shipowner or otherwise), claims and expenses, arising from any breach of these provisions, and shall solely answer for such breach before the competent authorities and bear the consequences of any legal actions or proceedings, fines and confiscations resulting therefrom, even if such breach was not intentional.
- 11.2 Should the Boat be seized, the Charterer shall pay to the Owner a contractual indemnity equal to the applicable daily charter rate multiplied by the number of days elapsed until recovery of the Boat by the Owner. In case of confiscation of the Boat, the Charterer shall pay to the Owner an indemnity equal to the value of the Boat within eight (8) days.
- 11.3 In case of loss or damage occurring during the Charter Period and resulting from normal wear and tear of the equipment, the Charterer shall be entitled to take, under its/his/her own responsibility, the necessary steps to repair or replace the defective equipment, provided the cost of such repairs or replacement does not exceed ten per cent (10%) of the security deposit amount. The Charterer must necessarily consult with the Owner before arranging for any repair or replacement exceeding such amount. Subject to compliance with the foregoing provisions, the cost of repair or replacement shall be reimbursed by the Owner to the Charterer upon presentation of all relevant invoices and receipts, provided the loss or damage is not attributable to any fault or negligence of the Charterer or its/his/her crew.
- 11.4 In case of serious damage (dismasting, leaking, fire, etc.), the Charterer shall immediately inform the Owner and wait for its instructions. In the meantime, the Charterer shall take all necessary steps for purposes of obtaining the reimbursement of any related costs from the insurance company, including, without limitation, notifying an official protest during a race and/or causing an adjuster (*commissaire d'avarie*) or expert to draw a damage report. Failing that, the Charterer may be required to pay for all costs and expenses resulting from the damage.
- 11.5 No loss of use resulting from a damage occurring during the Charter Period shall give rise to any reimbursement of the Charter Fee, whatever the cause of the damage, unless such damage is attributable to the Owner. However, even in such latter case, a forty-eight (48) hour-waiting period deductible shall be applied.
- 11.6 It is strictly prohibited to sub-let or lend the Boat.

Article 12 - Delay in Delivery or Failure to Deliver

If, due to the occurrence of a damage during a previous charter or any other cause beyond its control, the Owner is not able to deliver the Boat to the Charterer upon the agreed delivery date, the Owner shall be fully entitled to replace the Boat by another boat having similar dimensions, or to refund the amounts paid by the Charterer in proportion to the number of days during which the Charterer could not use the Boat, it being specified that such replacement or refund shall be the sole and exclusive remedy of the Charterer.

Article 13 – Termination by the Charterer

- **13.1** Any modification of the Charter Period must be prior approved by the Owner and is subject to its capabilities.
- **13.2** If the Charterer terminates this agreement for any reason whatsoever, prior to the Charter Period, the down payment provided for in Article 8.2 above shall not be refunded, unless the Owner is able to re-charter the Boat during the Charter Period.
- 13.3 If the Charterer terminates this agreement for any reason whatsoever, at any time during the Charter Period, the Charter Fee shall not be refunded by the Owner, even if the Charterer does not use the Boat during all or part of the Charter Period for whatever reasons.
- **13.4** A cancellation insurance may be taken out by the Charterer, for its/his/her benefit and at its/his/her own expense, to cover the situations referred to under Articles 13.2 and 13.3.
- **13.5** If the Boat delivered by the Owner is not seaworthy, due to its lack of essential safety equipment or non-compliance with applicable regulations, and the Owner is unable to offer a boat having similar or superior characteristics, the Charterer shall be entitled to terminate this agreement and obtain a refund of all amounts paid by him/her hereunder, it being specified that such refund shall be the sole and exclusive remedy of the Charterer.

Article 14 – Re-delivery of the Boat

- **14.1** If, for any reason, the Charterer is not able to return the Boat to the designated place itself/himself/herself, it/he/she shall notify the Owner and make the necessary arrangements, at its/his/her own risks and expenses, to ensure the security of the Boat and its return to the designated place by a qualified skipper. The Charter Period shall be deemed to have expired only once the Boat has been re-delivered to the Owner, in accordance with the above provisions.
- **14.2** The Charterer shall re-deliver the Boat and its equipment in good operating order and seaworthy condition, and in a proper state of cleanliness, in which case the security deposit shall be refunded to the Charterer in accordance with Article 9.
- **14.3** If the inspection or inventory reveals any loss or damage affecting the Boat or any item listed in the Inventory Checklist, the Charterer shall bear the costs of repair or replacement with an identical item, it being specified that to this end, all or part of the security deposit referred to under Article 9 may be retained.
- **14.4** If the loss or damage results from an incident covered by an insurance policy referred to under Article 10 above, any refund of the security deposit shall be deferred until payment or reimbursement by the insurance company of all costs and expenses arising from the repair or replacement of such loss or damage. Any refund of the security deposit shall be made after deduction of the insurance deductible and all incidental expenses resulting from such loss or damage (communications costs, travel expenses, surveillance, etc.).

Article 15 - Applicable Law - Jurisdiction

This agreement, as well as its performance and interpretation, shall be governed by French law. Any dispute relating to this agreement between the Owner and the Charterer shall be submitted to arbitration by a third party mutually agreed by the parties. Failing an agreement between the parties, the Court of Quimper shall have jurisdiction.

Made in	
On	, _ V Y
In two original copies.	
For the Owner:	For the Charterer:
Vianney Ancellin	



GENERAL TERMS OF SALE

1 Scope

Unless otherwise approved in writing by ADH Inotec, all sales of products by ADH Inotec are subject to these General Terms of Sale ("GTS") which shall prevail over any other terms, including, without limitation, any terms set forth in any ADH Inotec's catalogues or Client's general terms or payment instruments. Accordingly, any order sent to ADH Inotec implies full and unconditional acceptance of these GTS.

2 Price

- 2.1 <u>Tarifs</u>: all prices quoted are exclusive of taxes and ex-works, i.e. from our shipyard, and reflect the effective price as of the date of delivery of the products. The prices listed in our catalogues do not constitute a firm offer to sell and may be modified at any time, without advance notice. Should ADH Inotec be exceptionally responsible for the organization and payment of a shipment of products on behalf of the Client, a minimum fixed fee of 15 € (excl. taxes) shall be charged for any order below 300 € (excl. taxes).
- 2.2 <u>Payment Terms</u>: unless otherwise approved in writing by ADH Inotec, all orders must be paid in full upon delivery at the latest, in accordance with the following terms: (a) a first 10% down-payment upon placing the order, (b) a second 30% down-payment upon the beginning of the manufacturing process (approx. 2 months before the anticipated delivery date), and (c) a balance payment upon delivery, at the latest.

 All our invoices are payable upon receipt, by check or wire transfer.
- 2.3 <u>Late Payments</u>: in accordance with Article L441-6 of the French Commercial Code, any late payment shall give rise, as of right and without prior formal notice, to penalties equal to 3 times the then effective legal interest rate. In addition, a fixed amount of 40 € may be charged by ADH Inotec, as compensation for recovery costs (Article D441-5 of the French Commercial Code).

Orders

- 3.1 <u>Confirmation</u>: no order shall be binding upon ADH Inotec unless and until accepted and confirmed in writing by ADH Inotec. Should several order confirmations be issued by ADH Inotec on the same date, ADH Inotec reserves the right to first fulfill the order sent by the client who/which was the first to start the negotiation process.
- 3.2 <u>Cancellation</u>: if the Client cancels an order, the Client shall remain liable for the payment to ADH Inotec of a cancellation fee equal to 10% of the amount of the order so cancelled, unless otherwise agreed in writing by ADH Inotec. Unless otherwise approved in writing by ADH Inotec shall be entitled to cancel or suspend a Client order at any time, in the following cases: (a) any change in the legal or financial situation of the Client, (b) non-compliance by the Client with his/her/its payment or other obligations vis-à-vis ADH Inotec, and (c) the occurrence of any event beyond ADH Inotec's control which prevents or delays the performance by ADH Inotec of its obligations, or seriously affects the organization or proper execution of ADH Inotec's services, including any force majeure events.
- Delivery Transfer of Risks.
- 4.1 <u>Delivery Schedule:</u> unless a firm delivery date is expressly agreed upon by ADH Inotec, all delivery dates are estimates given for information purposes only and non-compliance therewith may not give rise to any order cancellations, penalties or damages.
- 4.2 <u>Place of Delivery:</u> unless otherwise agreed in writing by ADH Inotec, all our products are delivered ex-works, i.e. from our shipyard located in La Forêt Fouesnant, and the transfer of all risks relating to the products takes place upon delivery. Accordingly, the Client is responsible for the organization and payment of the shipment of the products to their final destination and, in case of damages to or loss of the products during transport, the Client shall be responsible for bringing any appropriate claims against the carrier.
- 4.3 Receipt: product receipt by the Client normally takes place upon delivery in ADH Inotec premises. Upon delivery, irrespective of its place, the Client must inspect the products, including their quality, quantity and compliance with the order. The Client shall notify ADH Inotec of any reserves and/or claims as promptly as possible and in any event within 8 days from receipt.
- 4.4 <u>Returns</u>: any return of products by the Client is subject to prior and written acceptance of ADH Inotec. In such case, all products must be returned to ADH Inotec's address in their original packaging and in "as new" condition, within 15 days from such acceptance, at no cost for ADH Inotec.

Ownership of Products.

- 5.1 <u>Retention of Ownership</u>: pursuant to Article L621-122 of the French Commercial Code, ADH Inotec shall retain ownership of the products until full payment of their price which shall be deemed completed upon actual cashing by ADH Inotec of all amounts payable. Accordingly, should the Client resell to any third-party products which have not been fully paid to ADH Inotec, ADH Inotec reserves the right to request payment thereof directly from such third-party.
- 5.2 <u>Product Preservation</u>: considering such retention of ownership, the Client shall ensure, at his/her/its own expense, that the products shall remain in good condition through a proper storage, and shall take out appropriate insurance therefor, provided that the Client shall be responsible for any and all damages suffered by the products from delivery thereof.
- 6. <u>Warranty</u>. All products manufactured by ADH Inotec are covered by a 2-year warranty starting from delivery thereof to the Client, subject to normal conditions of use. Such warranty is limited to a replacement of the defective products or a reimbursement of their price, at ADH Inotec's discretion, excluding any other indemnification or damages.
- 7. <u>Applicable Law Jurisdiction</u>. These GTS, as well as any relationships between the Client and ADH Inotec, are subject to French law. In case of a dispute between the Client and ADH Inotec, the Commercial Court of Quimper shall have exclusive jurisdiction, notwithstanding any provision to the contrary in any document.

Move into action!



...the season has started, let's enjoy it