

# GENERAL TERMS AND CONDITIONS OF SALE – BONIFACIO PLONGÉE

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## Preamble

The company BONIFACIO PLONGEE SAS (trade name BONIFACIO PLONGEE) is a diving center offering all activities related to scuba diving, with or without a diving suit.

Its registered office is Pascialella de Precojo, 20137 Porto-Vecchio. It is registered with the Ajaccio Trade and Companies Register under number 820 576 999.

The privileged location of the activity and the reception of customers is located in Bonifacio (20169), Lieu-dit Sennola, Avenue Sylvester Bohn. For the application of these general terms and conditions of sale and service -(hereinafter referred to as the "GTCS"), it is agreed that BONIFACIO PLONGEE SAS and the persons ordering one or more Product(s) or Service(s), will be collectively referred to as the "Parties" and individually referred to as the "Party", and more specifically for BONIFACIO PLONGEE SAS "BP" or the "Seller", and for persons who have placed an order, the "Buyer" or the "Client".

## Article 1. Object

BP hereby defines the T&Cs which are applicable to all commercial relations between the Seller and the Clients (individuals and groups), with the exception of internships and exams accessible on the registration file (GP-N4, Initiator, MF1, MF2...), for which the applicable T&Cs appear in the respective registration files.

The T&Cs, including the preamble, which together form an inseparable whole, apply to the exclusion of any other document, unless otherwise provided by the Parties by means of special terms and conditions of sale. They also govern all commercial operations offered by the Seller, such as all forms of promotion, unless otherwise provided for in such commercial operations and specified by the Seller at the time of such operations.

A version of the general terms and conditions of sale is available on the BP website (<http://www.bonifaciolongee.corsica>) at the time the Client makes his request to book diving services with the center. Any booking request with BP implies acceptance of these general terms and conditions of sale.

Any order for a Product or Service implies the Buyer's adherence to these T&Cs, without reservation, restriction or condition, and therefore declares that he/she is aware of the contraindications to scuba diving and is fit for its practice.

BP reserves the right to modify the T&Cs at any time, in whole or in part, by publishing a new version on its Website, it being specified that the applicable T&Cs are those in force on the date of the order.

For any training, the Client is required to present a medical certificate of no contraindication to the practice of scuba diving dating from less than one year in accordance with the requirements of the delegated federation (the FFESSM).

This obligation does not apply to exploratory dives, baptisms, discovery packs, the PE12 qualification or snorkeling (or "aquatic walk" or "snorkeling").

A minor diver must be in possession of parental authorization allowing him to explore dive or perform diving or first aid training with BP.

## Article 2. Products – Services

### 2.1 Availability

Only the Products and Services listed on the Website or on the legal notice boards on site on the day they are consulted by the Buyer are offered for sale by BP. Offers for Products and Services are valid, subject to availability or opening dates, as long as they are visible or offered on the Website or on such panels.

The photographs, images or other reproductions presented on the Website as illustrations of the Products or Services offered are not contractual. The Buyer is invited to consult the description of each Product and Service to find out its availability, characteristics and, if applicable, any other information relating to its conditions of use or use.

The information relating to the Products and Services is subject to change by BP at any time and may be subject to update, in particular with regard to availability, between the time the Buyer becomes aware of it and the time the order is placed.

BP makes every effort to ensure the accuracy of the information presented on the Website in all its form and content. However, in the event of a discrepancy, particularly in terms of prices, between the Website and the legal display on site, the information retained will be that displayed or available on site at the dive centre.

### 2.2 Exploration Dives

The price of the exploration dive includes:

- - Transportation to the dive site by boat, if applicable.
- - Provision of belt and ballast
- - Supply of the inflated bottle
- - Rental of instructor services for dives at the "supervised" rate or requiring supervision

The price of the exploration dive does not include:- The supply of the rest of the equipment: wetsuit, fins, mask, vest, regulator, octopus, computer, parachute, etc...- The rental of the instructor's services for dives at the "autonomous" rate- If applicable, supplements related to the characteristics of the dive(s), and without this being exhaustive: remote diving, Day trip, double tank dive, deep dive, night dive, etc...

Please note that any independent dive as well as any supervised dive beyond 20 meters requires the possession of a life jacket, an octopus and a computer, as well as a parachute per group.

### 2.3 Diving Packages

BP offers sliding scale rates for exploration dives, in the form of "Diving Packages". These packages are valid for a period of 12 months from the date of purchase.

Dive Packages are nominative and can only be used by one diver.

Beyond the validity date, unused Dive Package dives may be re-credited when purchasing a new package, otherwise they will be lost by the customer.

Please note that any independent dive as well as any supervised dive beyond 20 meters requires the possession of a life jacket, an octopus and a computer, as well as a parachute per group.

### 2.4 Baptisms, Discovery Class and Snorkeling

The price of the Baptism and Discovery Class includes:

- - Transportation to the dive site by boat, if applicable
- - Provision of belt and ballast
- - Supply of the inflated bottle
- - Provision of all necessary equipment
- - Rental of instructor services

At the initiative of the student or instructor, the discovery class can be transformed into a Baptism and the price will be adjusted to 90€

The price of snorkeling includes:

- - Transportation to the dive site by boat, if applicable
- - Provision of wetsuit or shorty, fins, mask and snorkel
- - Rental of the instructor's services for supervised hikes, but not for supervised hikes

Prices do not include:

- If applicable, supplements related to the characteristics of the dive(s) when applicable, and without this being exhaustive: remote diving, day trip, double tank diving, etc.

## 2.5 Training

The price of the training includes:

For PE12 FFESSM training courses:

- - Transportation to the dive site by boat, if applicable
- - Provision of wetsuit, mask, fins, vest, regulator with octopus, belt and ballast
- - Supply of the inflated bottle
- - Rental of instructor services
- - The FFESSM and/or PADI certification card, depending on the case and according to current offers
- - The logbook.

For Level 1 FFESSM, Scuba Diver and PADI Open Water courses:

- - Transportation to the dive site by boat, if applicable
- - Provision of wetsuit, mask, fins, vest, regulator with octopus, belt and ballast
- - Supply of the inflated bottle
- - Rental of instructor services
- - The FFESSM license, if applicable and according to current offers
- - The FFESSM and/or PADI certification card, depending on the case and according to current offers
- - Dive logbook

For all other training courses (unless otherwise specified in our general rates):

- - Transportation to the dive site by boat, if applicable
- - Provision of belt and ballast
- - Supply of the inflated bottle
- - Rental of instructor services
- - The FFESSM and/or PADI certification card, depending on the case and according to current offers

The price of the training does not include:

For PE12 FFESSM training courses:

- - The FFESSM license
- - Diving passport
- - The Training Manual
- - Provision of a computer or a landing parachute

For Level 1 FFESSM, Scuba Diver and PADI Open Water courses:

- - Diving passport
- - The Training Manual
- - Provision of a computer or a landing parachute

For all other training courses (unless otherwise specified in our general rates):

- The FFESSM license
- The logbook
- The Diving Passport
- The Training Manual
- Dive tables
- Provision of wetsuit, mask, fins, vest, main regulator or emergency regulator
- Provision of the computer or the landing parachute

Please note that any supervised dive beyond 20 meters, including as part of the training, requires the possession of a life jacket, an octopus and a computer, as well as a parachute per group.

## 2.6 Diving Equipment Rental

BP provides Clients with the following diving equipment:

- Combinations
- Fins, masks, snorkels
- Vests
- Regulators with "club" octopus
- Complete emergency regulators with 1st stage
- Puck PRO Computers
- Parachutes
- Lamps

This equipment is available for rent at the rates displayed at the dive center and on the Website.

Before carrying out the service that he has booked with BP, the Client must first ensure that he has the necessary equipment for the diving service or that the diving center is able to provide it to him (loan or rental as the case may be). The absence of any item of equipment and in particular optional equipment (e.g. dive computers) cannot be a reason for cancellation of the booking of the service by the Client.

Unless otherwise specified above (in particular for first dives, discovery class, snorkeling and PE12 and Level 1 FFESSM, Scuba Diver and PADI Open Water courses) or on our general rates, the rental of diving equipment is not included in the price of the diving service.

The Client who has his own equipment and wishes to use it during the booked diving service will not be able to claim any discount due to this fact from BP.

## 2.7 Location of the activity

Dives as well as practical and theoretical training take place at (or from) the address of the dive center. However, BP reserves the right to change the location of the activity if necessary.

## 2.8 Activity Schedules

The activity takes place, in a general way and unless otherwise specified: Until 30 June inclusive, then from 1 September inclusive:

Morning: from 08H00 to 12H30

Afternoon: from 1:30 pm to 5 pm Between July 1st and August 31st inclusive:

Morning: 08:00 to 12:30 Afternoon: 13:30 to 17:30

Any delay by the Client may not result in a significant delay in the activity.

In the event that the Client does not show up on the day of the booked diving service or at the set time, BP reserves the right to keep the deposit or the total amount of the service paid by the Client.

## 2.9 Obligations of the Client

The Client must personally ensure that he/she is in possession of all the qualifications and supporting documents required for the activity he/she wishes to perform and produce the originals to BP prior to the commencement of such activities. Especially when they are required: certificate, qualification, FFESSM license, medical certificate.

## 2.10 Validation of a diving level or first aid training

The validation of a diving level is sanctioned by the satisfaction of practical and/or theoretical skills. BP reserves the right not to deliver a diving or first aid level if the Client has not reached the minimum skills relative to the level claimed by the training. In this case, no refund will be granted.

## Article 3. Price

All prices displayed are expressed in Euros and include all taxes (including VAT). The valid prices are those in force at the time of the booking made by the Client. The Seller reserves the right to change these prices at any time, in whole or in part.

## Article 4. Reservation

The Client's booking will only be definitively registered upon receipt of a deposit of 30% of the total amount, with a minimum payment of €40 or the full payment. The balance must be paid at the latest upon arrival at the dive center, before the diving service.

As soon as the booking is registered, a confirmation email from the Seller will be sent to the Client, specifying the dates of the services.

The Seller reserves the right to refuse any booking from a Customer with whom there is a dispute.

For the follow-up of reservations, BP sends by email a confirmation of receipt of the reservation and receipt of the deposit, and makes available to the Buyer, either the email address: [contact@bonifacioplongee.corsica](mailto:contact@bonifacioplongee.corsica), or the number 33 (0)4 20 04 73 27.

## Article 5. Payment – Ownership

### 5.1 Payment

Payment of the price and other fees or taxes is made in Euro and for the full amount corresponding to the orders.

The payment of the deposit must be made by:- Bank cheque exclusively from metropolitan France to be made payable to BP SAS

, - Bank cards (MASTERCARD, CARTE BLEUE, VISA) - Bank transfer to be made to BP's bank account,- Holiday vouchers or Sports Coupons (except services for groups).

Payment on arrival at the dive center is either in cash or by one of the means indicated above, with the same restrictions for groups.

Cheques, holiday vouchers and sports vouchers must be sent to the postal address indicated on the BP Website (Website address: <http://www.bonifacioplongee.corsica>) or handed in on arrival at the dive centre as the case may be. Bank transfers must be made to the bank account, the IBAN code of which is also available on the BP website.

Payments by credit card can be made directly from a link sent on request, from the BP website or on the credit card terminal available at the dive center, depending on the case.

In the event that an issued payment voucher is not honoured, the costs related to the management of the unpaid invoice (rejection fees, etc.) will be invoiced to the Client by the Seller and the order will be automatically cancelled, the Client being notified by e-mail.

For payments by credit card from the Website, these are made directly and automatically on the electronic payment server of the Seller's and the Buyer's banks. As this server is secured by S.S.L (Secure Socket Layer) encryption in order to protect all data related to means of payment, at no time does the Buyer's banking data transit on BP's computer system.

## 5.2 Retention of title clause

Regarding material goods: notwithstanding any clause or provision to the contrary, the Seller has a right of retention of title on any Product ordered until full payment of its price, fees and related taxes have been paid in its hands. The transfer of ownership of the Product to the Buyer will only take place at the end of this payment.

Regarding training: notwithstanding any clause or provision to the contrary, the Seller has a right of reservation allowing it to refuse to issue a certification until full payment of its price, fees and related taxes if applicable. The certification will only be issued to the Buyer at the end of this payment.

## Article 6. Cancellation, postponement, interruption of the diving service

### 6.1 By the Client

In accordance with articles L.121-20 et seq. of the French Consumer Code, the Client who has booked a remote service has a period of fourteen (14) clear days to exercise his right of withdrawal without having to justify reasons or pay penalties. The fourteen-day period runs from the earlier of the two dates between the date on which a booking confirmation email is sent by the employee and the date on which a deposit or full payment is sent by the customer. In this case, the Client will be reimbursed in full for the sums already paid to BP.

If the cancellation occurs after the expiry of the fourteen-day reflection period, it must be confirmed to us in writing by letter or email to be valid no later than 1 calendar week before the date of the booked service.

In the event that this deadline is not respected, the amount of the advance payments paid will remain definitively vested in BP unless the Client is able to justify a case of force majeure that BP deems admissible or not.

In the event of a cancellation reported more than 24 hours before the start of the service, BP may, as far as possible, offer another date to the Client so that he can carry out the booked service. In the event that it is impossible for the Client to change the date, all sums already paid by the Client will remain with BP.

Any dive booked by any means is due unless cancelled by BP. The services offered by BP are invoiced on the basis of the booking, unless cancelled within the time limits set out in the following paragraph.

Any activity started will not give rise to any refund, if the cancellation is due to the Client (personal convenience, ear problem, stress or any reason whatsoever).

In the case of a training, a stay or a course booked for a defined period: BP will not incur any liability if, for personal reasons, the Client has to interrupt the training, the stay or the course started, or if the Client does not show up at the place

or on the scheduled date. In particular, the sums already paid would remain the property of BP and all costs incurred would remain the responsibility of the Client. As a result, BP advises its Clients to take out cancellation insurance with a competent body.

As this is a stay for a group of divers ("club" outing, works council, summer camp, etc.), the price of the dives being negotiated on the basis of a global package, no refund can be made if one or more dives have to be cancelled for personal reasons or adverse weather conditions.

## 6.2. By BP

A diving service may be cancelled by BP for weather or technical reasons.

In the event of cancellation for weather reasons, BP may offer to postpone the service to another more favourable date, subject to availability. In the event that the Client is unable to postpone the services (duration of stay too short), the sums already paid to BP will be refunded to the Client.

As this is a stay for a group of divers ("club" outing, works council, summer camp, etc.), the price of the dives being negotiated on the basis of a global package, a pro-rata refund may be made if one or more dives have to be cancelled due to adverse weather conditions and no postponement is possible.

In the event of cancellation for technical reasons, BP may propose the postponement of the service to another more favourable date, subject to availability. In the event that the Client is unable to postpone the services (duration of stay too short), BP undertakes to reimburse the amount of the services not provided.

In all these cases of unforeseeable circumstances or events, the additional costs resulting from the partial postponement, total postponement or extension of the stay remain the responsibility of the Client.

## Article 7. Responsibilities

The Client is automatically covered for civil liability during the sessions and dives organized by BP due to the insurance taken out by the company. The Client is advised to take out additional insurance (bodily injury and property damage) to practice the activity of scuba diving as well as cancellation insurance with an authorized organization.

## Article 8. Safety & Personal Belongings

BP cannot be held responsible for the objects deposited or entrusted to the dive center. In particular, BP cannot be held responsible for theft, loss or breakage of personal property in the dive center or during the diving service.

## Article 9. Website - Terms of Use

### 9.1 Website

BP expressly reserves the right to modify, supplement or delete the Website or its constituent elements in whole or in part at any time, to temporarily discontinue publication or to terminate publication definitively.

BP does not guarantee the connection or the continuity of the connection to the Website.

BP shall not be liable for any consequences or damages suffered by the Buyer as a result of or during the use, visit, connection or disconnection of the Website, including references to other websites via hypertext links on the Website.

### 9.2 Terms of Use

-Cookies:

BP reserves the right to use cookies. The cookie is a computer file, stored on the hard drive of the Buyer's computer. Its purpose is to indicate a previous visit by the Buyer to the Website. Cookies are only used by BP for the purpose of personalising the service offered to the Buyer.

However, the Buyer retains the possibility of refusing cookies by configuring his Internet browser. They then lose the ability to personalise the service provided to them by BP via the Website.

#### - Web Beacons:

Certain pages of the Website may contain web beacons that allow the number of visitors to the Website to be counted and/or to provide BP with a number of indicators.

These Web Beacons may be used with some of BP's partners, including to measure and improve the effectiveness of the Website.

In any case, the information obtained via these Tags is strictly anonymous and simply makes it possible to gather statistics on the number of visits to certain pages of the Website, in order to better serve the Purchasers of the Website.

## Article 10. Miscellaneous

### 10.1 Force Majeure

BP shall not be liable for the total or partial non-performance of its obligations under the sales contract arising from a validated order, if this non-performance is caused by an event constituting Force Majeure, as usually considered according to the criteria defined by the case law of the French courts, and in particular in the event of disruption or total or partial strike affecting postal services and means of transport and/or communication, Flood, fire or other natural disaster events.

BP will notify the Buyer of a Force Majeure Event within 10 business days of its occurrence.

The Parties agree to consult each other as soon as possible in order to determine the terms and conditions for processing the order for the duration of the Force Majeure event.

Beyond a period of (one) 1 month interruption due to Force Majeure, the Parties will be released from their obligations towards each other. In such cases, BP will reimburse the Buyer as soon as possible.

### 10.2 Intellectual property and trademark rights

BP endeavours to respect the intellectual property rights of the images, graphics, sound documents, video sequences and texts used in all publications, to use images, graphics, sound documents, video sequences and texts created by itself or to use images, graphics, sound documents, video sequences and texts that are not licensed;

All trademarks named on the Website that may be protected by third parties are subject without restriction to the provisions of the applicable trademark law and the property rights of the respective owners. A single reference does not lead to the conclusion that trademarks are not protected by the rights of third parties. Reproduction or use of such images, graphics, sound documents, video sequences and texts in other electronic or printed publications is prohibited without the express permission of BP.

### 10.3 Entire Agreement

The T&Cs and the documents sent to the Buyer form a contractual set summarizing the entirety of the sales contract between the Parties, for the purpose of the order.

If one or more provisions of the T&Cs are held to be invalid or declared invalid pursuant to a law, regulation or following a final decision of a competent court, the other provisions shall nevertheless retain their full force and scope.

The fact that one of the parties does not rely on a breach by the other party of one of the obligations referred to in the GTC



cannot be interpreted at a given time does not in any way affect the right of the party concerned to invoke this obligation at any other time.

#### 10.4 Retention and Archiving of Transactions

BP reserves the right to choose the media necessary for the archiving of invoices and other documents relating to any transaction in order to maintain reliable, accurate and long-lasting traceability.

#### 10.5 Applicable law - Competent courts

The GTC and the contractual relations between the Parties are subject to French law to the exclusion of any conflict of law rules, including in the case of orders placed outside France or by a Buyer domiciled outside France.

In the event of any difficulty relating to the interpretation and/or application of these General Terms and Conditions of Sale, the parties will try as far as possible to resolve their dispute amicably. In the event of failure of these attempts, any disputes to which these terms and conditions may give rise must be brought, even in the event of multiple defendants or a call for guarantees, before the competent courts under the jurisdiction of the Court of Ajaccio.

#### Article 11. Litigation – Consumer mediation,

##### ***framework agreement in the process of being validated by the CECMC***

*In the event of a dispute between the Client and the company, the latter will endeavour to resolve it amicably (the Client will send a written complaint to the professional or, if applicable, to the professional's Customer Relations Department). In the absence of an amicable agreement or in the absence of a response from the professional within a reasonable period of one (1) month, the Consumer Client within the meaning of Article L.133-4 of the Consumer Code has the possibility to refer the matter free of charge, if a disagreement remains, to the competent mediator registered on the list of mediators established by the Commission for the Evaluation and Control of Consumer Mediation pursuant to Article L.615-1 of the Consumer Code, To wit:*

*The Professional Mediation Company*

*[www.mediateur-consommation-smp.fr](http://www.mediateur-consommation-smp.fr)*

*24 rue Albert de Mun - 33000 Bordeaux*