

PRIVATE CRUISE T&Cs (V2CP-2024) from March 1, 2024

Presentation of NAUTIQUES EXPERIENCES PRO : NAUTIQUES EXPERIENCES PRO is a brand of the company KCOB SAS, an independent entity under French law. Depending on the type of service (rental or cruise), NAUTIC EXPERIENCES PRO plays the role of broker-intermediary between cruise customers (or their intermediaries) and boat rental companies which are responsible for local services (boats, equipment, services). In the context of cabin or private cruises, NAUTIC-EXPERIENCES PRO acts as a charterer vis-à-vis cruise customers or their intermediaries, assuming responsibility for services linked to the chartering of boats, equipment and services. NAUTIC EXPERIENCES PRO is a maritime and coastal transport company for cruise lines. It is not a travel agency and is not subject to the legal regime that characterizes tour operators.

PRICES and GENERAL CONDITIONS OF RENTAL OR CHARTER : When booking, the specifics of the vessel, the content of the service and the composition of the crew are clearly defined on the order form. Cruise prices, unless otherwise stated, include:

- The provision and maintenance of the vessel,
- The salaries and social charges of the crew,
- Ship insurance and professional civil liability from NAUTIC EXPERIENCES PRO or its partner,
- The ship's fuel, oil and consumables,
- Three meals per day and specified alcoholic and non-alcoholic beverages (except meals at lunch on embarkation or disembarkation days).
- Unless otherwise indicated on the order form, prices do not cover:
- Optional personal insurance for cruise customers (cancellation, illness, accidents, repatriation, baggage, assistance, etc.),
- Plane tickets, transfers or any other means of transport for cruise passengers from their point of departure to the port of embarkation and return,
- Personal expenses, including telecommunications and shore expenses of any nature.

In addition, a fixed and obligatory "on-board cash" or "APA" (Advanced supply allowance, it is estimated between 30% to 35% in relation to the charter cost), detailed on the order, must be paid in cash or by credit card upon boarding. It includes various costs such as tourist taxes, ecological taxes, tourist taxes, port fees, clearances, possible restocking of fresh products during the cruise, as well as tips for port and anchorage assistance staff.

The mention of the on-board cash register is explicit on offers and customer-cruise passenger contracts, and NAUTIC EXPERIENCES PRO or its partner would not take on board a customer-cruise passenger refusing to pay this amount in advance. Other possible costs to be paid on site may be specified on the order form.

Concerning catering, unless otherwise indicated, main meals (lunch and dinner) are served at the table or in buffet style, generally with three courses (starter, main course, dessert or cheese), sometimes only two at lunchtime. Breakfast can be self-service. The crew strives to satisfy the specific requests of cruise passengers regarding diets, but NAUTIC EXPERIENCES PRO or its partner cannot guarantee their full satisfaction. At certain destinations, arrangements can be made to respond to requests made at least 15 days in advance.

Refueling, including fresh, canned and frozen products, is partially carried out during a stopover and is not limited to local products only. Cruise prices are fixed, including supplies. For exclusives, additional fees of €50 to €200 per cruise passenger may be charged in the event of a request for special provisioning, depending on the importance and possibility depending on the cruise departure location.

The drinks included, unless otherwise indicated on the order form, cover wines, rum, cocktails, fruit juices, coffees, teas, infusions, milk and sodas. Table water is usually supplied from a special

tank feeding a fountain with crushed ice dispenser. Unless otherwise agreed, bottled water, beer, pastis and other alcohol are not provided. Although the supply of alcohol is unlimited, its use remains subject to moderation. For environmental reasons, NAUTIC EXPERIENCES PRO or its partner may favor large packaging to avoid the accumulation of packaging and container waste. The Captain has the right to refuse alcoholic beverages to a person who is clearly intoxicated. In some destinations, the drinks offered are locally produced.

Regarding comfort, the facilities include a bathroom with sink, shower (hot and cold water), WC and fan. The side portholes are sometimes not openable and are designed to prevent intrusion. Normal use of toilets is explained upon arrival of cruise passengers, but any unforeseen object brought in may result in unblocking costs. 220V outlets are not guaranteed in all cabins, but outlets are available in the saloon for charging electronic devices. Air conditioning, if necessary, can be limited in time so as not to disturb cruise customers and neighboring ships. Before each embarkation, the ship is refurbished. Towels provided include one small and one large per person. During the cruise, cleaning is carried out only in the common areas, except on ships without a hostess, where the Captain is responsible for cleaning the exterior of the ship. Baggage is limited to bags or suitcases which can be stored in the cabins. Cruise customers are invited to take special precautions with their electronic devices, in particular to use waterproof covers when boarding a tender and not to leave them visible outside their cabin. NAUTIC EXPERIENCES PRO or its partner advises against taking valuable objects or large sums of cash and declines all liability in the event of theft, damage or loss. Cruise customers are responsible for properly closing the windows in their cabin. NAUTIC EXPERIENCES PRO or its partner cannot guarantee the comfort of cruise passengers in the event of bad weather conditions.

Regarding common equipment, the annex is motorized and allows a limited number of cruise passengers to be boarded simultaneously. On board the ship, a first aid kit is available, comprising exclusively the emergency products defined by the Maritime Affairs Service according to CE standards. It is the responsibility of cruise passengers to bring their own medication.

Equipment provided includes masks, fins and snorkels (guests are encouraged to bring their own fins to ensure size). Sometimes paddle boards and/or kayaks are available according to the vessel description, excluding any other water sports equipment such as buoy or board. For safety reasons, kite surfing, windsurfing, scuba diving and spearfishing are not permitted on board except with prior written agreement for dedicated or exclusive cruises.

It is possible to fish from the shore, subject to respecting the rules and prohibited areas. Certain types of fishing may pose a danger to cruise passengers or vessels, and it is imperative to strictly follow crew instructions. Fishing equipment is not provided, and cruise guests may bring their own. No books or board games are provided on board.

RESERVATION AND PAYMENT CONDITIONS : The reservation is only effective after payment of a deposit of 50% of the total amount of the service, the balance being paid no later than 45 days before the start of the service.

If this condition is not respected, NAUTIC-EXPERIENCES PRO may consider this to be a cancellation on the part of the cruise line customer and the deposit will not be refunded. For any payment from abroad, the costs incurred will be the responsibility of the cruise passenger or their representative.

RESERVATION and RENTAL CONTRACT : For private cruises, departures are guaranteed, regardless of the ship's occupancy rate. In the event of non-payment of any sum due under this contract by the cruise line customer or his representative, NAUTIC EXPERIENCES PRO, after a formal notice by email which remains unanswered for 7 days, or in the absence of payment within 14 days following the due date, reserves the right to consider the contract as broken by the cruise line customer. In this situation, NAUTIC EXPERIENCES PRO may retain all payments

already made before termination, charge the appropriate cancellation penalties and relist the charter. No payment of balances upon boarding will be accepted.

CONDITIONS OF CANCELLATION AND MODIFICATION BY THE FREIGHTER NAUTIC EXPERIENCES PRO OR THE SHIPOWNER : In the event that, due to damage or any obstacle (whether of a technical, logistical or force majeure nature), the boat initially planned becomes unavailable, NAUTIC EXPERIENCES PRO or the Shipowner will endeavor to replace it with a boat offering comfort and capacity comparable to or greater than that initially planned. In the event of absolute impossibility of replacement, NAUTIC EXPERIENCES PRO will return the sums paid for the reservation without the cruise customer being able to claim other reimbursements, damages or interest. In the event of partial cancellation, the same reimbursement conditions will apply calculated in proportion to the days on which the cruise customer was deprived of the use of the boat, excluding any other form of financial restitution. Costs incurred by the cruise customer prior to the event, such as visa costs, transport costs, pre- and post-delivery costs, vaccination costs, etc., will not give rise to any reimbursement or compensation.

CANCELLATION CONDITIONS BY THE AGENCY OR THE CUSTOMER : Pursuant to the provisions of Article L 121-21-8 of the Consumer Code, the services offered do not benefit from the right of withdrawal provided for in Articles L 121-21 et seq. of the Consumer Code regarding distance selling. , in particular Article L221-28. Consequently, the services ordered are exclusively subject to the cancellation and modification conditions provided for in these General Conditions of Sale and the cruise passenger cannot invoke the right of withdrawal. Payment of a deposit constitutes acceptance of the offer and these General Conditions of Sale even without physical signature of the reservation voucher

If the cruise passenger or their representative is required to cancel the reservation, please send written notification to NAUTIC EXPERIENCES PRO without delay. Since the boat is reserved and blocked for the cruise customer, this procedure aims to lift the reservation. It should be noted that the cruise customer has the possibility of taking out Cancellation Insurance with NAUTIC EXPERIENCES PRO within 7 days from the date of reservation or from their representative.

The fees retained will be detailed as follows:

From the reservation date and more than 8 weeks before the departure date: 50% of the total rental amount.

Less than 8 weeks before the departure date : 100% of the total rental amount.

The cancellation conditions stipulated in the charterer's contract will be applied, and NAUTIC EXPERIENCES PRO will retain a lump sum corresponding to 15% of the total amount (excluding options) initially provided as compensation.

CONDITIONS FOR MODIFICATION BY THE AGENCY OR THE CUSTOMER : The reservation with NAUTIC EXPERIENCES PRO is considered firm and definitive. If the cruise customer or their representative wishes to make changes to the reservation, such as the date, ship or location of departure, they must submit a written request (by email). This request will be subject to validation of the departure base, and if approved, the cruise customer or their representative will have to assume the costs associated with these changes. Any request for cancellation or modification must be notified by registered mail or by email with acknowledgment of receipt, addressed to the NAUTIC EXPERIENCES PRO headquarters. In case of modification, the desired dates must be specified.

A date postponement, if accepted, will not result in a postponement of the cancellation fees, which will remain based on the calendar dates of the original file. Modification requests, if feasible, will only be taken into account if the cruise line customer or their representative is up to date with their payments. Each order can only benefit from one date modification. Signing a quote, an order form, confirmation by e-mail or payment of a first deposit, even partial,

immediately and definitively binds the cruise line customer. Cancellations are only possible under the aforementioned conditions.

In the event of no-show by the cruise passenger for boarding or refusal to board, whatever the reason, this will be considered a cancellation by the cruise passenger on the day of departure. If the cruise customer confirms the reservation by paying a deposit, by any means of payment accepted by NAUTIC EXPERIENCES PRO, and the cruise is no longer available, the deposit will be immediately refunded. No compensation can be claimed by the cruise passenger.

Administrative and health formalities must be completed at the expense of the cruise passenger or their representative and at their initiative. If boarding is impossible due to failure to complete the necessary formalities, no refund will be possible.

INSURANCE : The price of the rental or cruise includes the insurance which guarantees the boat as well as the liability of the cruise passenger towards third parties in the event of an accident linked to the vessel. It is important to note that insurance does not cover cruise passengers, their personal effects, or their individual civil liability. Bikes, paddles and other equipment rented are also the responsibility of the cruise customer, and in the event of loss or theft, the associated costs will be billed to the latter.

It is strongly recommended that cruise customers take out comprehensive travel insurance, covering various risks such as cancellation, repatriation, loss, damage and theft of baggage or personal items, medical expenses, accidents, legal assistance, as well as the cancellation of plane tickets or other transport tickets, and the consequences of a possible delay.

It should be noted that insurance included in payment cards can sometimes be restrictive and difficult to implement. In the event of an accident occurring during the rental or cruise, the coverage of our civil liability insurance would only apply in the event of fault on our part. In the absence of fault on our part having caused the accident, liability falls exclusively to the cruise passenger's insurance.

It is important to emphasize that NAUTIC-EXPERIENCES PRO declines all responsibility towards cruise customers who choose to travel without travel insurance. Taking out insurance is strongly recommended to ensure adequate protection against the various potential risks encountered during your stay.

BEHAVIOR – RESPONSIBILITIES & CASE OF FORCE MAJEURE : Cruise customers formally undertake to observe and scrupulously respect the safety directives issued by NAUTIC EXPERIENCES PRO or its partner, whether during the briefing given by the crew during boarding or through the information displayed on the panel in the square. This includes in particular strict compliance with restrictions regarding the consumption of alcohol or tobacco. Before departure, cruise customers must sign the safety instructions, the detailed text of which is provided for prior consultation. In accordance with the preferential customs regimes applicable to ships, it is imperative to emphasize that depending on certain destinations, no goods or items of supply can be unloaded on land.

Each cruise customer remains responsible for any damage or loss of equipment, as well as the payment of services incumbent on them, such as wireless communications or others, and which remain unpaid. If sailing at night, in unfavorable weather, in certain anchorages or for safety reasons, the crew may have to sleep in the saloon. In certain situations, in certain countries or on certain ships, the crew may request occasional use of the bathrooms of cruise customers, a request that the latter have the right to refuse.

NAUTIC EXPERIENCES PRO or its partner reserves the right to immediately cancel any reservation, without any refund, if the behavior of a cruise passenger is deemed dangerous for themselves or others, if it results in or is likely to cause harm to persons or service providers, if it represents a threat in any form whatsoever, or if it is likely to cause a public nuisance, or if the

cruise customer does not comply with the instructions or on the orders of the Skipper or Commander.

It should be noted that some activities offered during the cruise carry a higher level of risk, and cruise guests fully accept and understand the associated risks, taking responsibility for their own actions.

Will be considered as force majeure events, without this list being exhaustive: acts, incidents, non-events, accidents, cases of force majeure beyond the reasonable control of NAUTIC-EXPERIENCES PRO or its shipowner-charter partner. This includes strikes outside the parties, lockouts or other industrial disputes, demonstrations, riots, blockades, invasions, wars, fires, explosions, sabotage, severe weather problems, collisions, strandings, government acts or regulations (including notices from the Ministry of Foreign Affairs or the equivalent of the sending or receiving country imposing the suspension of the destination), major technical failures, serious illnesses, epidemics, or any situation requiring diversion during the period of use (in accordance with international maritime regulations requiring assistance and rescue at sea). The cruise line customer undertakes to accept the necessary emergency interventions as well as any delay or inconvenience that may result. The Captain or Skipper has full authority to make the necessary decisions.

In the event of problems related to force majeure, NAUTIC-EXPERIENCES PRO or its shipowner-charter partner cannot be held responsible and has no obligation to provide a replacement vessel or alternative accommodation, to reimburse, to repatriate, or to pay compensation for any reason whatsoever, in particular the return costs from the port of disembarkation to the homes of cruise customers.

If an absolute official ban on the destination is issued by the French Ministry of Foreign Affairs or by the SETO (Association of French Tour Operators), in the event of a significant deterioration in the interest, condition or safety of the stops, whatever the cause, or in the event of absolute impossibility of reaching the port of embarkation for unavoidable reasons totally independent of the will or possibilities of the cruise customers themselves (excluding strikes, delays, cancellations affecting transport, companies, ports, airports and related services), lost rental or cruise days, from a full day up to the total cruise, will be compensated by a credit valid on a future cruise for 3 years.

For technical reasons, delays or risks, the ship could be replaced by another ship of equivalent or higher category, offering the same objective elements of comfort, such as cabins, bathrooms, meals and crew mentioned in the contract.

CHARTER - PRACTICAL INFORMATION - SAFETY RULES AND REGULATIONS FOR USE OF CRUISE CUSTOMERS : The welcome for cruise customers will include a detailed explanation of the safety measures on board and the rules of life on board:

- Water and electricity management.
- Explanation of how the toilets work.
- Policy of not wearing shoes on board, with the exception of those specifically dedicated to the boat and not used on land.
- Prohibition on introducing sand or sea water inside the vessel to prevent any damage to the floors and risk of falls.
- Systematic verification of the closing of refrigerator and freezer doors.
- Communication of information relating to the cruise program, including stages, available activities (bars, restaurants, snorkeling, shore excursions, etc.).
- Taking a tour of the ship with cruise customers.

ON-BOARD CASHIER or “APA” in the case where it is indicated in the quote and booking confirmation:

Explanations regarding the use of the prize pool between crew members will be provided. This fund will help cover common expenses such as shipping, fuel and food. Given the variability of these costs, which can be influenced by the weather or sudden collective desires, the cruise program may be subject to adjustments directly impacting costs. The goal of the on-board fund is to fairly distribute these costs. Please note that certain expenses may be included in the initial price of the cruise, and any excess remaining in the fund will be redistributed among cruise customers at the end of the trip.

SAFETY INSTRUCTIONS ON BOARD AND WHEN SWIMMING:

The directives include points such as man overboard procedures, the location of fire extinguishers, the obligation to wear a life jacket when moving on deck, and the need to respect the Captain's instructions. Specific information is also provided for disembarking, swimming, closing portholes, child safety on board, no smoking, and sun exposure precautions.

RULES OF “KNOWING TO TRAVEL TOGETHER”:

- The formal ban on bringing weapons or illicit substances on board.
- The importance of respecting safety instructions and advice from the crew.
- Financial responsibility in the event of damage or loss of on-board equipment.
- The call for an attitude respectful of the dignity and freedom of each person to promote harmonious cohabitation.

CREW DUTIES:

The Captain or Skipper is responsible for running the ship, exterior cleaning, maintenance, administrative procedures, and watches. Crew members, whether sailors, stewards or hostesses, have varied roles such as cooking, serving, provisioning, cleaning interior common areas, and taking shifts. Local maritime regulations are applied, and terms used in documents are inclusive of all genres. It is crucial that the cruise customer or their representative informs us of specific needs and requirements (diet, 220V equipment for fitting, etc.) so that arrangements can be put in place. NAUTIC EXPERIENCES PRO or the partner shipowner cannot be held responsible if you fail to inform us of needs or requirements likely to affect the cruise.

Before registering people who are fragile, disabled or at health risk, it is imperative to provide all the necessary details. Boarding may be refused without refund or compensation in the event of failure to comply with this requirement.

ITINERARY & TOURIST INFORMATION AND EXCURSIONS : The proposed itinerary is likely to be influenced by weather conditions. NAUTIC-EXPERIENCES PRO or the shipowner partner cannot under any circumstances be held responsible for changes to the itinerary due to circumstances beyond our control.

Itineraries, journey times and stopovers are provided for information only and may be modified without notice due to regulatory, technical, safety or weather requirements, with the aim of avoiding navigation in uncomfortable conditions as much as possible. . Stopovers mentioned as "at the dock" can be made at anchor if no berth is available. Likewise, a stopover “at anchor” can be replaced by a stopover “at the quayside”. Boardings and disembarkations can sometimes be done in an annex. Journey times are based on normal sea conditions. Navigation is mainly by sail, except in cases of headwind, insufficient wind or other maritime or meteorological phenomena, as well as to respect specific schedules, where the use of engines may be necessary. Due to various circumstances, including weather, the itinerary may be reversed. Likewise, for multi-week cruises combining different itineraries, the order may be reversed. The

maps and photos included in our documents are not contractual. Only the elements specified in our contracts have binding value.

NAUTIC-EXPERIENCES PRO or the shipowner partner and its collaborators can provide information on local excursion possibilities or on different providers, however, NAUTIC-EXPERIENCES PRO or the shipowner partner has no control over these providers and does not receive any remuneration on their part and declines all responsibility in the event of problems of any nature. It is emphasized that although NAUTIC-EXPERIENCES PRO or the shipowner partner require perfect knowledge of the sea from the crews, they are not tourist guides. Our main activity is cruising, and we have no intention of organizing tours, activities or other activities outside of the ships. We decline all responsibility for any event occurring on land, in particular outside the supervision of the crew.

PASSPORTS AND VISAS : It is the responsibility of all cruise customers or their representatives to ensure possession and presentation of valid travel documents, such as passports and visas required for entry into the countries visited, including cruise stops. transit. The cruise customer is solely responsible for the conformity of travel documents, passports, any visas and vaccination certificates, both for themselves and for those accompanying them. This responsibility extends in particular to cruise passengers of nationalities outside the Schengen Area and to children, remembering that the latter must have their own passport.

Some countries have strict requirements regarding minors and the documents required for admission. It is imperative that parents verify the necessary documents with the relevant authorities, in order to avoid any inconvenience during the trip.

In the context of international navigation, the cruise customer must send to NAUTIC EXPERIENCES PRO a photocopy of the passports of all the planned passengers, at least 10 days before departure. This measure aims to help avoid any delays during boarding. It is important to note that the provision of copies of passports does not relieve the cruise customer or their representative of their responsibility for compliance with administrative requirements.

Any information provided by NAUTIC EXPERIENCES PRO concerning formalities in the countries crossed is limited to adults of French nationality. For all other cases, it is up to cruise customers to consult the Consulates concerned, in particular for entry-exit authorizations for minors. Proactive cruise customer collaboration is crucial to ensuring a pleasant and worry-free sailing experience.

PETS : For an additional fee, on the majority of boats pets are welcome on board, this must be confirmed in writing at the time of booking. However, the cruise customer must under no circumstances use on-board equipment (bedding, dishes) for their animal, and must provide themselves with any accessories necessary for their animal's life on the boat. All cleaning, sanitation, quarantine and other costs are the sole responsibility of the cruise passenger. The owner must provide a life jacket suitable for their animal, as well as valid health documents before boarding. It is recommended that owners contact the consulates or embassies of the countries concerned about the regulations relating to the introduction of pets, and to check with their veterinarian the compatibility of the trip with the health of their animal, particularly in this regard. regarding air travel. France can also impose special measures for the reintroduction of animals into its national territory.

DISPUTES and COMPLAINTS : In the event of technical or logistical problems, cruise customers, or their representatives, are required to immediately present these questions or complaints to the base authorities and NAUTIC-EXPERIENCES PRO representatives for optimal resolution in a spirit of cooperation. Failure to follow this procedure will render subsequent claims invalid. In the event of persistent disagreements with the shipowner partner or local service providers, NAUTIC-EXPERIENCES PRO will intervene upon receipt of an email or letter, accompanied by all

relevant supporting documents such as reports and photos. This must be submitted within a maximum of 8 days after the rental or cruise ends.

In the absence of an amicable agreement within one month from the start of the dispute resolution process, the matter may be brought before the courts of Paris, as expressly stipulated, regardless of the plurality of defendants or parties. warranty claims. This contract is governed by French law. Any dispute arising from this contract, including its validity, interpretation, execution, termination, consequences and consequences, will be submitted to the competent courts of common law.

In accordance with Directive 90/314 of June 13, 1990 of the Council of the European Community, the rental or cruise as offered by NAUTIC-EXPERIENCES PRO does not constitute a package. In the event of a dispute, the Commercial Court of the place of embarkation will be the sole competent authority (Brussels Convention of 09/21/68, article 5/1). The legal relations between NAUTIC-EXPERIENCES PRO and each service provider specifically concern the establishment of a rental or charter contract. NAUTIC-EXPERIENCES PRO cannot intervene in the execution of the rental contract, each service provider acting as an independent rental company. Once picked up by the departure base, you fall under the responsibility of the base representative, and NAUTIC-EXPERIENCES PRO is released from any liability concerning complaints and claims, except in the case of acts or omissions of the part of NAUTIC-EXPERIENCES PRO. If one of the clauses of the contract or of the General Conditions should be declared inapplicable or is invalidated for any reason, this invalidity or inapplicability will not affect the application or validity of the other provisions. These General Conditions of Sale apply to all NAUTIC-EXPERIENCES PRO commercial brands. NAUTIC-EXPERIENCES PRO can never be held liable for indirect damage.

After contacting NAUTIC-EXPERIENCES PRO Customer Service and in the absence of a satisfactory response within 2 months, the cruise line customer or his representative may contact the mediator of the Consumer Conciliators Mediation Center. Justice, whose contact details and referral procedures are available on its website: www.cm2c.net. Pursuant to article L 121-20-4 of the Consumer Code, the rental or cruise booked by telephone or via the Internet with NAUTIC-EXPERIENCES PRO does not benefit from the right of withdrawal provided for in article L 121-20 of the same code.