

GENERAL CONDITIONS OF SALE ON THE WEBSITE www.via-aqua.fr

Article 1 - Introduction

The purpose of this contract is to define the terms and conditions under which Via Aqua offers for sale from the Internet, economic studies conducted by Via Aqua and marketed on the website www.via-aqua.fr.

Any connection to the service is subject to compliance with these terms and conditions.

For the user, the validation of online registration means the acceptance of all the conditions described below. The customer agrees to read these general conditions of sale. For the user, the simple access to Via Aqua web server to the following URL www.via-aqua.fr implies the acceptance of all the conditions described below.

These General Terms and Conditions and the Special Conditions take precedence over any general terms and conditions or any other document that the Customer may have sent us.

The user undertakes to provide Via Aqua with current, complete, accurate information and to keep his contact information up-to-date. Any change of contact details must therefore be notified to Via Aqua, in particular, in case of change of address or e-mail address.

Article 2 - Definitions

The following terms and expressions have the meanings given to them below, unless otherwise stated, if they appear with their first letter in capital letters, whether in the singular or plural form in this contract or, in any other document from Via Aqua on the subject of the contract.

User: natural or legal person who has identified himself on the site www.via-aqua.fr, the registration is done by the online entry of a form.

Customer: natural or legal person who placed an order on the site www.via-aqua.fr

Contract: these General Terms and Conditions and the General Conditions of Sale, as well as any conditions referred to on the subscription form.

Via Aqua: a research and consulting company that offers ad-hoc studies and sectoral, strategic and sectoral studies ...

Internet: an open and informal network, constituted by the international interconnection of computer networks. The management of the Internet is not subject to any central entity. Each portion of this network belongs to an independent public or private body. Its operation is based on cooperation between the operators of the different networks without there being any obligation of supply or quality of supply between operators. Networks may have unequal transmission capacities and own use policies. No one can guarantee the good functioning of the Internet as a whole.

Web: The Web is an Internet application that allows data consultation in a user-friendly way, through links created between documents that can be located on any server on the Internet. The basic document of the Web is called page.

Login: refers to the personal access code used by the subscriber to access the service.

Password: refers to the personal code that the subscriber must enter, with the login to access the service.

Subscriber space: subscriber's private area where he can access the group's products, for which he has paid a subscription Purchase order form: means a form that includes the data

and other information necessary to become a customer, the specific conditions economic and payment of the user.

Website www.via-aqua.fr: Internet server of the Via Aqua welcoming the customer when connected to the Internet and accessible at <http://www.via-aqua.fr>.

Server: means all the hardware, software and links on which the websites are implemented and which makes them available for consultation on the Internet.

DNS: Domain Name Server (DNS)

Services: any product or service that we agree to provide and validated through an online form on the website www.via-aqua.fr completed by the customer with information about it and identifying the characteristics of the product marketed .

Article 3 - Purpose of the Contract

The purpose of this contract is to define the terms and conditions under which the site www.via-aqua.fr offers for the sale of studies from the Internet.

Product sales services are subject to these terms and conditions which prevail over any other stipulation from the customer.

In addition, these general conditions of sale are intended to inform any potential customer about the conditions under which Via Aqua sells and delivers its products.

The simple fact for the customer to click on a link allowing him to have knowledge of the present general conditions of sale, will be worth irrevocable and definitive consent of his part concerning all the provisions which appear in the general conditions of sale.

Any order sent by the customer carries his adhesion without restriction, nor reserve to the present general conditions of sale and to the following document incorporated by the reference below: "by clicking on the button" to make the payment "appearing on the form of the voucher of order, the customer acknowledges having had a perfect knowledge of the general conditions of sale and waives, therefore, to take advantage of any contradictory document, including its own general conditions of purchase, the act resulting in acceptance of these terms and conditions of sale. This confirmation and all the data we have recorded will be proof of our transactions.

If you disagree with these terms, you must not place an order.

We may modify these terms and conditions of sale at any time, provided that these changes appear on our site.

Article 4: Characteristics of the proposed products

Via Aqua sells economic, strategic and sectoral studies in the aquatic products sector.

Article 5: Contract Formation and Proof of Transactions

Orders placed through the website engage the customer as soon as they are validated by pressing the "make payment" button on the order form.

Any order implies its acceptance of these conditions of sale communicated to the customer.

Orders are generally made online on our website www.via-aqua.fr from a personal computer, 7 days a week and 24 hours a day.

But the customer can also order:

- By telephone at the following number: +33 (0) 2 40 46 62 27. This service is open from 9 am to 1 pm and from 2 pm to 6 pm from Monday to Friday. Telephone reception may be interrupted on an ad hoc basis in the event of unavailability of Via Aqua teams. The information necessary to identify the customer (including his name, surname, postal address, company name, email address and telephone number) and his expectations will be used to create a personalized quote.
- By mail if the customer wishes to place an order by this means, he / she must send a letter containing the information necessary to identify the customer (including his name, first name, postal address, company name, email address and telephone number) and its expectations will be used to create a personalized quote
- By mail: the customer may wish to order by this means, he will have to send a letter containing the information necessary to identify the customer (including his name, surname, postal address, company name, email address and telephone number) and its expectations will be used to create a personalized quote

Our site allows the customer before the conclusion of the contract, to know the essential characteristics of the products, by visualizing the presentations of the products, which he wishes to order.

From the moment the customer clicked on the button "validate my order" after the ordering process, he declared to accept this one, as well as the entirety of the present general conditions of sale, fully and without reserve.

The information given by the customer at the time of ordering engage him and any error in the wording of the order or in the recipient's details can not be the responsibility of the seller.

We recommend that the customer keep this information on an electronic or paper document.

The data recorded by the payment system, used and chosen by the customer (bank or otherwise), constitute proof of all financial transactions made by the merchant, his customers and said establishment (or other body).

Article 6 - Price

The price of the products is indicated in euros on the basis of the tariffs in force at the time of the order, subject to possible errors of seizure or modification of rate of VAT.

The prices indicated are expressed in euros excluding taxes on the product presentation pages. They are expressed in euros all taxes included (TTC) on the purchase order.

Customers (even professionals) located in France are subject to the VAT rate in force in France. European Union customers providing a valid EU VAT number only pay the amount excluding VAT, VAT is automatically settled. Customers outside the European Union only pay the amount excluding tax. The customer located outside metropolitan France is invited to inquire about the import duties or taxes that may be applicable in this case, and will be responsible for their declaration and payment.

In case of discrepancy between the price indicated to the customer when ordering and the rate in force, due to a typing error, printing or calculation on our site, the current tariff will prevail.

All orders, whatever their origin, are payable in euros.

The prices of the products can be modified at any time by the occurrence of external events. This change will be notified to the customer before any order.

Article 7 - Payment

Payment is due immediately upon taking the order.

The customer chooses the means of payment among those proposed by Via Aqua on the order form: credit card, check or bank transfer.

- For payment by credit card, payment is made in accordance with the terms and conditions of the 3D Secure payment system proposed by Citelis. In case of payment by credit card, the delivery of the transaction for debiting the customer's account is made upon ordering for services provided online. Insured by Citelis, in accordance with the conditions of use of the service, the payment is made in a secure environment under the exclusive control of Citelis. Order preparation is only done after validation of the credit card. In the event that the payment authorization is refused by the bank, the order will be canceled. Credit card numbers are not disclosed to us. Only our bank is in possession of your bank details.
- For payment by check, the order will be prepared and shipped only upon receipt of the check and its receipt by Via Aqua. The shipping costs of the check are the responsibility of the customer.
- For payment by bank transfer, the order will be prepared and shipped only when the funds are received by Via Aqua.

Article 8 - Delivery by digital transmission

After automated and secure processing of the online customer order, the customer will receive the products ordered (in Pdf format) to the email address indicated on the order form by the customer. In order to do this, it is necessary that the customer uses the Adobe Acrobat Reader software available for free download from www.adobe.com.

The sending of the purchased product can take up to 48 hours after validation of the payment on line for reasons of treatment. The sending is done manually by email.

The data transmission deadlines provided for in these general conditions according to the characteristics of the configuration used by the customer, are given only as an indication and the possible delays do not give the right to the customer to cancel the sale, to refuse the merchandise or to claim damages.

The customer is fully aware that the Internet is a completely independent network of Via Aqua, and its use is at the own risk of the one who connects. Via Aqua can not provide any warranties of any kind, express or implied, including the absence of interruptions, service errors, response times for consulting, querying or transferring information, and results. the use of the Internet, display errors, loss of computer data, software and, in general, the technical performance of the network.

The Customer declares to be familiar with the Internet, its characteristics and its limits and recognizes that it is his responsibility to take all appropriate measures to protect his own data and / or software and equipment, from contamination by viruses, such as attempts to intrusion into your computer system, and other risks; the responsibility and the guarantee of Via Aqua can not in any case be engaged on these points. Via Aqua assumes no responsibility for the cost of direct or indirect damages (loss of income, loss of software or computer data,

replacement costs of these losses - bug) resulting from the use or inability to use software and / or data.

An invoice is also sent electronically to the customer. If for any reason of connection a user could not open the Pdf file, he can always contact our customer service by e-mail (contact@via-aqua.fr) or by phone at the number +33 (0) 2 40 46 62 27. Downloading depends partly on our current communication infrastructures and on the other hand on the lack of materialized material. Intangible services are therefore selected according to their characteristics, as well as their size in kilobytes or their ease of installation, in order to ensure a successful download within a reasonable time.

Article 09 - Guarantee

Via Aqua guarantees that the products have been designed in accordance with the rules of art. The customer benefits from the legal warranty against defects or latent defects in the products sold.

In any case, Via Aqua can not be held responsible for the consequences of the inappropriate use of products located on its site.

Our products may not be suitable for the customer's needs or incomplete.

Via Aqua can not be responsible for the unavailability of its website or services resulting from force majeure.

Article 10 - Retraction

Due to the nature of the delivery of immaterial services delivered by e-mail and the execution of which began with the consent of the consumer, the parties agree that no right of withdrawal may be exercised.

Article 11 - Liability

The customer acknowledges having received the necessary conditions, warnings and information. He is the only one responsible for the adequacy of our products to his needs, the precautions to be taken and the backups to be constituted during their use.

Under no circumstances, we, our suppliers or resellers will be held responsible for any damage, whether direct or indirect, caused to the user or to a third party, resulting in particular from a malfunction, a failure, a loss of profit, loss of data, loss of software, deterioration or loss of material by the user or by a third party.

We do not cover the costs of recovery, reproduction or repair of such losses or damages. It is the customer's responsibility to purchase an appropriate insurance policy at his own expense.

Article 12 - Clause deemed unwritten

If any of the present conditions prove to be void under both a rule of law in force and a rule of foreign law that would prove to be by nature of necessary application because of the place of use of our products, said clause would be deemed unwritten but would not invalidate the rest of the conditions of use of our services which would therefore remain fully valid.

Article 13 - Intellectual property

The proposed products and studies are protected by international copyright and intellectual property regulations and treaties.

The sale of our products and studies does not entail, in any case, the transfer of the rights of reproduction, representation, exploitation and more generally all recognized or recognized intangible rights who participated in their realization.

The customer is therefore only authorized to install and use a single copy of the service downloaded on a single computer. However, it is generally accepted that the primary user will be able to make a second copy for backup or archiving purposes.

We grant our customer a personal, non-transferable and non-exclusive right of use. By installing, copying and using our products the user acknowledges to be bound to these products by the terms of his contract. In the same way, by accepting the terms of the contract, the customer becomes the legal user of the license with all rights and guarantees attached thereto. The customer undertakes to respect the license agreement of rights attached to the transmitted data.

Via Aqua grants you a non-exclusive, non-transferable license (except as provided below) for use in accordance with the terms set forth in this License Agreement. The products marketed on the site www.via-aqua.fr are protected by copyright regulations, some elements are protected by the regulations on trademarks, databases and trade secrets and can be protected by the patent regulations.

In addition to the restrictions and obligations imposed by these regulations, you agree to abide by the following terms.

You have the right to:

- Download each product on a single computer,
- Consult, use, adapt and reproduce studies and information for your personal or professional purposes only.

You do not have the right to:

- Directly or indirectly, use the product on more than one computer or workstation, or use it on a device that functions as a file server in a network or multi-user system, unless the device is limiting access to the software so that only one user at a time is authorized to use it or to make it accessible to others in any way, including through an electronic newsletter, a website, or another format of electronic distribution system.
- Distribute, sell, rent, sublet, lend, give, provide a copy (digital or otherwise) or allow the use of the product to anyone and to anyone without Via Aqua having previously given permission in writing .
- Remove property rights warnings, product labels or marks, documentation. All rights, titles, interests and all copyrights relating to the products marketed by Via Aqua, the documentation and any copy made by you remain the property of Via Aqua. Copying, without permission, the products covered by this contract or their documentation, or failure to comply with the above restrictions will result in the termination of this contract and its automatic termination and will make available to Via Aqua of other legal and civil remedies. If you disagree with these terms, you should not buy or download Via Aqua's services.

Article 14 - Personal data

During the purchases we ask the customer the essential information to ensure the quality of the services and the processing of the order. We do not sell, market, or rent this information to third parties.

In accordance with the Data Protection Act, the client has the right to access and rectify data concerning him and a right of objection (simplified declaration n ° 169975v0)

To exercise any of these rights, the customer must contact Via Aqua 9 rue Marcel Sembat 44100 Nantes - France

Article 15 - Applicable law and competent jurisdiction

Both the conditions of use of our products and the terms of acquisition of our online services are governed by French law, regardless of the place of use or acquisition. In case of any dispute about the interpretation or execution of these conditions and after the failure of any attempt to find an amicable solution, express jurisdiction is attributed to the French courts and, if you are a trader at the Court of Nantes trade.