

GOLF OF DUNKIRK

GENERAL TERMS OF SALE

CONSUMERS – DIRECT SALES AND MAIL ORDER SALES DUNKIRQUE GOLF CLUB (DGC) PRODUCTS AND SERVICES

These General Conditions of Sale (the "CGV") govern the contractual relationships between DUNKERQUE GOLF CLUB / (the "Seller"), operator of a golf course (hereinafter the "Golf") whose designation is specified, as the case may be, in the prospecting email and/or the commercial documents, or in the Subscription Form, and any person (the "Client" or the "Clients" or the "Subscriber") wishing to acquire: (i) the products offered for sale by the Seller (the "Products"), (ii) the services offered for sale by the Seller (the "Services"). The CGV govern purchases of Products and/or Services made by the Client on the Seller's operating site and orders for Products and/or Services placed online by the Client with the Golf (the "Purchase"). These CGV apply to the exclusion of all other terms, and in particular those applicable to other distribution and commercialization channels or to other distance selling systems over the Internet. Their unconditional acceptance by the Client in their version in force at the time of the Purchase is a prerequisite to any Purchase. The CGV apply to Consumer and non-professional Clients to whom the provisions of these terms, which are derived from the Consumer Code, apply exclusively. By "consumer" we mean any natural person acting for purposes that are outside their commercial, industrial, artisanal, or liberal activity. A "non-professional" Client means any legal entity acting for purposes outside the scope of their activity.

commercial, liberal, industrial, artisanal, or agricultural.

Article 1 - DEFINITIONS

In these terms, the following terms, when capitalized, have the following meanings: "Subscription(s)" means subscriptions to access the golf courses offered or teachings for sale by the Seller and forming part of the Services provided by it; "Client" or "Subscriber" designates the user who has purchased Products and/or Services from the Seller; "Purchase" designates a request for Products and/or Services made by the Client; "Personal data" designates any information relating to a identified or identifiable natural person under Law No. 78-17 of January 6, 1978. "Intellectual property right" designates any right

covering a patent, a patent application, a trademark, a drawing and/or model, any copyright, the right to prevent unauthorized extraction of a data collection, know-how and any other intellectual property right recognized by applicable law; "Teaching(s)" designates an offer of a punctual teaching product offered for sale by the Seller and part of the Services provided by it. The Teachings can be sold individually or in carnet form. "Commercial Documents" designates, for distance sales, documents sent electronically to the Client and notably consisting of the prospecting or renewal email and the sales brochure allowing them to choose Subscriptions/Teachings subscribed to; "Subscription Form" designates, for direct sales, the document filled and signed by the Client for purchasing and completing the Subscription or Teaching and which is concluded under the condition of no default in the payment owed to the Seller.

allowing to choose the Subscribed Subscriptions/Teachings; "Products" refer to tangible movable property sold on the Golf; these include all golf equipment and accessories, textiles, etc. Products can be sold individually or in carnet form. "Services" refers to the services offered for sale by the Seller including golf subscriptions, teaching packages, cards and practice services, green fee, golf equipment rental, the units sold allowing purchase of Products or Services from the Golf Courses. Services can be sold individually or in carnet form.

Article 2 – CONTRACTUAL DOCUMENTS

2.1. Purchase of Products

For the Purchase of Products, these CGV together with any order and the invoice form the contract (the "Contract") which defines the terms of purchase of the Products and which is concluded under the suspensive condition of availability of the Products, and under the resolutive condition of no default in the collection of sums owed to the Seller.

2.2. Purchase of Services

For the Purchase of Services, and in particular for the purchase of Subscriptions and Teachings, these CGV form, with, for direct sales the completed Subscription Form signed by the Client and for online sales with the invoice, accompanied by the Golf's Internal Rules and the sales brochure, the contract (the "Contract") which defines the modalities

purchase and performance of the Subscription or Teaching and which is concluded under the resolutive condition of no incident in the collection of sums due to the Seller.

Article 3 – OBJECT, ACCEPTANCE AND MODIFICATION OF THE CONTRACT

The Contract aims to define the rights and obligations of the Parties in the context of a Purchase of Products and Services, depending on whether it is a direct sale or an online distance selling system. The Client acknowledges having received, prior to completing their Purchase, in a legible and understandable manner, the CGV and all information and details referred to in articles L111-1 to

L111-7, and in particular: - the essential characteristics of the Products and Services; - the price of the Products and Services and any ancillary charges (delivery, for example); - in the absence of immediate performance of the contract, the date or deadline by which the Seller undertakes to deliver the Product or to provide the Service; - information relating to the identity of the Seller, its postal, telephone and electronic contact details; - information relating to legal and contractual warranties and how to implement them; - the functionalities of the digital content and, where applicable, its interoperability; - the possibility of resorting to conventional mediation in case of a dispute; These CGV are systematically communicated to the Client prior to Purchase and, where applicable, will prevail over any other version or any other contradictory document. The Client declares having read these CGV and having accepted them before their Purchase (for online purchases, the Client makes this declaration and acceptance by ticking the box provided for this purpose before starting the online ordering procedure. The act of confirming the order constitutes full and unconditional acceptance of these CGV). These CGV may be amended subsequently by the Seller for reasons of a

legislative evolution, regulatory, case-law, technical or related to its activity. The Client consents to the applicability of CGV changes to their ongoing Subscription, but without prejudice to their right to exercise the Service Termination rights provided herein within a 30-day period following notification, otherwise it will be deemed to have accepted them. Unless proven otherwise, the data stored in the Seller's computer system constitute the

proof of all transactions concluded with the Client. In the case of a coupled subscription the primary client and the second client must comply with all of these CGV.

Article 4 – DESCRIPTION OF PRODUCTS AND SERVICES

4.1. Characteristics of Products The Products offered for sale are presented on the Seller's advertising documents available on the Golf. Product offers are valid while stocks last. The Client must refer to the description of each Product in accordance with the provisions of Article L111-1 of the Consumer Code to know their properties and essential features and to ensure that they meet their needs. The choice and the Purchase of a Product is the sole responsibility of the Client. The photographs and graphics shown on the Seller's advertising documents are not contractual and cannot engage the Seller's liability.

4.2. Characteristics of Services,

The Services offered for sale are presented on the Seller's advertising documents available on the Golf for direct sales. Each Service is described with its essential characteristics and conditions of use incorporated into the Contract, notably within the sales brochure and/or as the case may be of the

Subscription Form or of the Commercial Documents. The Client is required to refer to the Service description to know its properties and essential characteristics and to ensure that they meet their needs, this choice being their sole responsibility. They are also required to verify, under their sole responsibility, that they have the necessary physical, athletic and technical abilities, and that no medical contraindication opposes the use of the Service.

4.3. Subscriptions

The Subscription grants the Subscriber, upon payment of its Subscription, the right to use the facilities and equipment of the one or more golf courses during opening hours and under the conditions recalled herein and in the Internal Rules provided with, as the case may be, the Subscription Form or the Commercial Documents, by the Subscriber and displayed at the Golf or available on request. At the signing of the Contract, the Subscriber has chosen,

as applicable, by completing the Subscription Form or, based on the Commercial Documents and the options offered in the prospecting or renewal email, one of the subscriptions offered by the Golf, providing for the application of different rules and scopes. Regarding subscriptions providing access to more than two golf courses, the Subscriber is informed (i) that such access is conditional upon the continuation of the contractual relationship binding each golf course and the DUNKERQUE GOLF CLUB network, and (ii) that such access may therefore be interrupted if one of the golf courses were to leave the DUNKERQUE GOLF CLUB network, without prejudice however to the Subscriber's right to then use the option provided for in Article 11.2 hereof. The Subscription is strictly personal and may not be assigned or transferred to anyone. Subscriptions are taken out by the Subscriber for a defined time and geographic scope, depending on the selected formula, and at the rate applicable to the category to which the Subscriber belongs.

booking a tee time at reception or online varying depending on the golf course and the type of subscription. The Subscriber must ask each golf course about its specific booking restrictions; these are also available in the rules of the golf course concerned. The Subscriber and, where applicable, its co-contractor may have a maximum number of Tee Time Reservations at one time over a defined number of "rolling" days (this maximum number of reservations and this number of rolling days are specific to the subscription taken out). Once this number of Reservations has been reached, they must either honor or cancel one of these Reservations in order to make a new one. The Golf determines, at its sole discretion, the management of its facilities. It may do so itself or entrust this management to third parties it chooses and freely replaces. The Subscriber is informed that any change in the management method of the facilities or in the person (natural or legal) responsible for management may lead to significant changes in the nature and specific characteristics of its facilities, without this calling into question this Agreement.

4.4. Lessons

The lesson packages give the Subscriber access to group lessons for a given period as well as a right of access to the Golf facilities and courses. A group lesson corresponds to a class with 3 (three) participants or more. Any package is linked not to a teacher but to instruction. The list of available packages is indicated, as applicable, in the Commercial Documents or in the Subscription Form. The GOLF undertakes to provide lessons within the limits of: available slots in the booking schedule, the golf's closing days, one group lesson of one hour maximum per day.

4.5. Locker rental services

Locker rental is part of the Services offered by certain Golfs and is governed by these Terms and Conditions in the absence of applicable special conditions. 4.6. Instructions for use of the Products The method of use of the Product, if it is an essential element, is provided with the Product. 4.7. Compliance The Products and Services comply with the requirements relating to the safety of persons, the fairness of commercial transactions, and consumer protection, in force under French law at the time they are placed on the market.

Article 5 – DESCRIPTION OF THE GOLF CONCERNED BY THE SUBSCRIPTION / LESSONS

The Subscriber acknowledges having visited the Golf facilities prior to committing and therefore knowing them perfectly, as well as the opening hours and specific booking/access arrangements related to the site. The conditions of access to the Golf facilities are specified in the Internal Rules. The Subscriber is furthermore informed that access to the golf courses in the DUNKERQUE GOLF CLUB network included in their subscription is limited to one daily tee time for all sites included in the subscription. The Subscriber must report to the clubhouse reception before accessing the facilities. The Golf reserves the right to modify the hours or conditions of access to the facilities depending on its needs and in particular the activities (sporting or corporate competitions, for example) organized at the Golf. The deadlines for

Article 6 – COMPLETION OF A PURCHASE (by DIRECT SALE or INTERNET SALE)

The Seller does not intend to sell the Products and Services to professionals, but only to consumers for their personal needs, it therefore reserves the right to refuse Orders for the same Product or Services in quantities deemed too large for the normal use of an individual. When specified at the time of purchase, the Products and Services may be used only on weekdays (Monday to Friday) or at any time (weekdays and/or weekends); it is specified that a public holiday and a "bridge day" are here deemed not to be weekdays.

6.1 Purchase of a Product

It is up to the Client to select the Products they wish to buy. The sale will only be considered final once the Seller has collected the full price. Product offers are valid while stocks last, and for the validity period mentioned at the time of purchase. The Seller reserves the right to cancel or refuse any Purchase by a Client with whom there is a dispute regarding payment for a previous order. In the event of any payment incident, of whatever kind, the purchase of Products will be rejected and the Client, who will then be bound

retroactively and by operation of law by no contractual relationship with the Seller, may claim no compensation from the latter on any basis whatsoever. The sale is carried out, as applicable, on site, at the Seller's store, or by shipment to the Client. In managing their subscription, the Client may be the subject of commercial prospecting and be offered its renewal by an email sent by DUNKERQUE GOLF CLUB on behalf of the Golf to their email address. This email will contain a description of the old subscription or the one about to expire, as well as a link enabling renewal. To place an order, the Client undertakes to complete the information accurately and carefully. The order and its payment will be confirmed to them following payment and by email, at their email address.

6.2 Purchase of a Service

It is up to the Client to select on-site or on the website(s) the Services they wish to purchase. For Internet sales, the Client may request a quote for the selected Services by providing the Golf with their email address. The Client may be the subject of commercial prospecting and be offered the selected Service by email from the Golf. The email will contain a link allowing the Client to subscribe to the service and make the payment. It is the Client's responsibility to check the contents and accuracy of the Service purchased and to report any error immediately. The Seller reserves the right to cancel or refuse any Purchase by a Client with whom there is a dispute regarding payment for a previous order or non-compliance with the internal rules. A deposit corresponding to part of the total purchase price of the Services may be required upon signature (physical or electronic) of the Contract by the Client. To benefit from a Service, the client must provide: • proof of identity, • proof of address

less than three months old, and possibly supporting documents such as a copy of the family record book / PACS certificate / cohabitation certificate / student card, a medical certificate (less than 3 years old for Subscriptions and Lessons), health pass, or any document required by the regulations in force to access an establishment open to the public. The Subscriber undertakes to immediately inform the Golf of any changes likely to occur concerning the information they provided about themselves and in particular any change of address. In the event of non-payment of a single monthly installment of the membership fee, the golf management reserves the right to unilaterally terminate the Subscription and/or the Teaching package following formal notice to remedy the situation sent by any written means and not followed by effect within a period of eight days. The Service may then be terminated by operation of law; the client shall then be liable for 30% of the total contract amount and the pro rata temporis calculated on the 70% of the total contract amount as of the termination date. Regarding rentals of golf equipment or lockers, the selection by the Client will be made, as applicable, on site at the Golf or via the Subscription Form to be completed. To conclude a rental, the client may need to provide a certain number of supporting documents.

Article 7 – DURATION OF SERVICES

The Service is valid for the period between the start date and the end date indicated, as applicable, on the Subscription Form, or the prospecting email, the signing process, the summary invoice and the electronic contract signed by the Subscriber. At the end of this period, the Service will end unless special conditions accepted by the Client provide for a possible renewal for a period of one year. Thus, renewal will be effective, under the conditions mentioned in the communication sent to the Subscriber informing them of the tacit renewal, in the absence of termination by either party, notified by registered letter with acknowledgment of receipt, at least two (2) months before the term expires. In the event of tacit renewal of the Subscription and/or the Lessons, the means of payment

the initially agreed method will be applied; however, the parties may, by mutual agreement, agree on another means of payment. The Golf reminds the Subscriber of the provisions of Article L.215-1 of the Commercial Code, which provide that: "For service contracts concluded for a fixed term with an implied renewal clause, the service provider shall inform the consumer in writing, by named letter or dedicated email, no earlier than three months and no later than one month before the end of the period allowing the renewal to be rejected, of the possibility not to renew the contract they entered into with an implied renewal clause. This information, provided in clear and comprehensible terms, shall state, in a prominent boxed section, the deadline for non-renewal".

Article 8 – LOCKER RENTAL

As part of its activities, DUNKERQUE GOLF CLUB provides Clients with a limited number of storage lockers of different sizes, which can be locked. The Client's selection of the type of locker and the rental period will be made, as applicable, on site at the Golf or via the Subscription Form. The locker may be provided free of charge or for a fee. The Golf will provide the Client with an individual, personal, identified locker in good maintenance condition. Access to the storage room must comply with the Golf's instructions and internal rules. Any failure may result in termination of the rental without any refund being granted. The Client, as tenant, has a duty of care; they undertake to maintain and keep the locker in perfect condition and working order. As custodian of the rented locker, the Client's liability would in particular be engaged if damage were to occur to it. Consequently, the Client shall use the locker in accordance with its intended purpose and the instructions given by the Golf. In the event of a loss, the Client must alert the Golf as soon as possible. Throughout the period of provision, the Client remains the sole beneficiary of the service, in respect of the locker(s) rented by them, and may not allow anyone else to benefit from it. Subletting is strictly prohibited. They must regularly pay, on their due dates, the rent as specified, as applicable in the Commercial Documents or in the Subscription Form. The sole purpose of the locker is to allow the Client

to store their own golf equipment (golf bag, manual trolley, electric trolley without battery charger, shoes or golf clothing), for no other purpose. In particular, the Client undertakes not to store valuables there. It is forbidden to store in particular the following items there: cash and securities, valuables: furs, jewellery: precious by reason of their material or signature, precious stones, fine or cultured pearls, objects made of gold or silver, vermeil or platinum, electronic devices such as mobile phones or computers. The Client is informed that the locker (and its contents in line with the locker's purpose) is insured under a policy dedicated to the Golf. These guarantees cease in the event of non-payment of the rental or in the event of an occupied locker without title. These guarantees cover:

- The consequences of theft WITH

EFFRACTION, within a guarantee ceiling of €2,000 including tax which may be charged deductible amount, - Damages to contents resulting from fire, natural disasters or flood, within the same €2,000 including tax limit to which a deductible amount may be charged. Specifically excluded from the coverage and guarantees of the Golf are (i) cases of loss or theft of valuables not in accordance with the destination of the locker, (ii) cases of theft without breaking and loss of equipment, across the entire Golf course, including the course. The Client acknowledges having read the foregoing and the maximum guarantee amount that may be applied (in any event, upon production of purchase invoices); he undertakes, accordingly, to deal with his own insurer, and without recourse against the Golf, for any additional coverage he deems necessary. At the end of the rental and whatever the reason, the locker must be immediately returned to the Golf, in the condition in which it was at the start of the rental, subject to normal wear and tear inherent to the rental period in question, at the Client's expense and risk. If the locker is not released or remains inaccessible, one (1) month after the end of the rental, the Golf, after a formal notice sent by registered mail with acknowledgment of receipt, reserves the right to open the locker and make it available.

Article 9 – RATES

Products and Services are provided at the current rates shown, depending on the case, in the Commercial Documents or on the website of the concerned golf or on the Vendor's sales brochure at the time of the Client's Purchase and, where applicable, specified in the prospecting email. Prices are expressed in Euros TTC. Rates do not take into account any discounts that may be offered at the time of Purchase by the Vendor. These rates are firm and non-revisable during their validity period. The Seller reserves the right, upon Subscription renewal, to modify the applicable prices. Nevertheless, the Seller undertakes to bill the Product or Service based on the rate in force at the time of Purchase and subject to availability. All Purchases are payable in Euros (€). The Products remain the Seller's property until full payment of the price, principal and accessories. For the conclusion of a new Contract or renewal occurring after the Contract's anniversary date, the Client, and where applicable his co-contractor, must pay a filing fee of 45 € (forty-five euros) TTC per person.

Article 10 - PAYMENT CONDITIONS

10.1. Payment conditions for Products

10.1.1. Direct sale The price of the Product is payable in cash, in full on the day of Purchase by the Client, according to the following methods: - by bank cards: Visa, MasterCard, other blue cards, - by bank check, - Cash for amounts under €1,000 including tax. In case of payment by bank check, it must be issued by a bank domiciled in mainland France. The processing of the check is carried out immediately. Payments made by the Client will be considered final only after actual collection of the sums due by the Seller.

10.1.2. Internet sales The payment for products is made by credit card VISA, MASTERCARD, online, on the Golf's linked site, through the Crédit Agricole secure payment system. The payment by credit card is immediate. To be registered, the order must be paid in full. Orders not settled cannot be delivered. The Seller, via its host, keeps the receipts and invoices in its computer systems under reasonable security conditions. Accordingly, the host's computerized records constitute a reliable and durable means of proof. Payments made by the Client will only be considered final after actual collection of the sums due by the Seller.

10.2. Conditions of payment for Services

10.2.1. Direct sale The payment terms for Services are cash-based following the same modalities as for Products, or, depending on the Golf concerned (and the precision noted in the Subscription Form or in the Commercial Documents), either by automatic withdrawals from a bank account, or by installment payments on a credit card. If installment payment by bank withdrawal is authorized, the Client must fill and sign a SEPA debit mandate he will provide, with a Bank Identity Statement including BIC - IBAN, to the Seller. If the Client had already entered into a contract with automatic bank withdrawals with the Seller in accordance with the regulations in force relating to the continuity of

authorizations of withdrawals, the consent given for the national withdrawal already signed remains valid for the SEPA withdrawal.

10.2.2. Internet sales The payment for Services is made online, on the link sent by the Golf, through Crédit Agricole's secure payment system. The payment terms for Services, including Subscriptions, are automatic withdrawals on the Client's card, with payment methods similar to those used for Purchasing Products. In this framework the Client will be asked to authorize that his banking details be stored on the secure platform of the partner bank.

10.2.3 In all cases, the Golf management may refuse a installment payment (whether by SEPA bank withdrawal or card payment), and accordingly require payment in full for the entire price of the Product or Service sold, if the Client had previously terminated, without a valid reason, an authorization for withdrawal or a payment plan on a previously sold Product or Service.

10.3 Common Clauses for Payments of Products and Services

Any payment must correspond, as appropriate, to the total amount of the purchase paid in full or, in the case of a stepped payment, to the total amount of the due installment; in case of a payment of a different amount, the Golf will debit the oldest outstanding invoice against the payer. Article 10bis - RIGHT OF WITHDRAWAL (for the

sales INTERNET) In accordance with the applicable legal provisions, the Client has a fourteen-day period from the conclusion of the Services contract or the day of receipt of the Products to exercise the right of withdrawal from the Seller, without needing to justify motives nor pay a penalty, for exchange or refund. Provided that (i) the Products are returned in their original packaging and in perfect condition within 14 days after the Seller is notified of the Client's withdrawal decision, (ii) or unless the execution of the Services has started with the Client's agreement before the end of the withdrawal period. Damaged, dirty or incomplete Products are not taken back; similarly, Products or Services sold in the form of notebooks will not be taken back once the notebook has been opened by the Client. The right of withdrawal may be exercised using the withdrawal form sent with the order confirmation email, or any other unambiguous statement expressing the wish to withdraw. If the right of withdrawal is exercised within the above period: (i) only the price of the purchased products and the delivery costs are refunded; the return shipping costs remain the Client's responsibility and (ii) only the price of the Services ordered is refunded. The refund of sums actually paid by the Client will be made within 14 days of receipt by the Seller of the Client's withdrawal notification.

Article 11 – SUSPENSION / TERMINATION OF SERVICES

11.1 Suspension, termination of Services by the Golf

In case of non-payment of monthly installments, or non-compliance with the Internal Regulations, the Golf management reserves the right to suspend the Service until regularization without delay or to unilaterally terminate the Subscription, Teaching and more generally the Service subscribed to, following a formal notice to remedy issued by any written means and which has not been effective within eight days. The membership may then be terminated automatically and without compensation, with due installments remaining payable immediately as follows: the Client shall owe thirty percent (30%) of the total contract amount and the prorata temporis calculated on the seventy percent (70%) of the total contract amount at the termination date. This termination does not entitle the Client to any refund of his subscription. Access to the Golf is forbidden to the terminated member.

11.2 Termination of Services by the Client

Except for the option given to the Subscriber who subscribed to the tacit renewal of his Service to terminate it under the conditions provided in Article 7, the Services are for a fixed term and cannot be terminated by the Subscriber. Through joining one of the LeClub Golf loyalty programs (ACCESS or GOLD), the Subscriber has access to insurance that allows him to be reimbursed part of his subscription, particularly in case of inability to play golf. The conditions of said insurance program are available on the LeClub Golf network website (www.leclub-golf.com) and the Subscriber's attention is drawn especially to two points, i) the

deadlines for declarations following the triggering event of incapacity and ii) the applicable deductibles. If the Client or, where applicable, the co-contractor had a rejected withdrawal, they may claim compensation after regularization of their situation. In the case of a couple subscription, compensation will be calculated based on half the Subscription if only one of the two holders was affected by the interruption of play. Unless it falls under non-compliance by the Golf with one of its contractual obligations or a force majeure event, any early termination of the Contract will be considered abusive, and the provisions of Article 11.1 above will apply for the treatment of sums due. If termination directly results from non-compliance by the Golf with one of its obligations under the Contract or from a force majeure, the contract will end after a notice period of eight (8) days following the Client's sending a formal notice to perform by registered letter with receipt requested to the Seller, left unanswered: in such case, the installments due for the non-elapsed period of the Contract on the date of effect of termination will not be due by the Client, as well as the sums due for the notice period of eight (8) days, which will be refunded where applicable.

11.3 Transfer of the Contract by DUNKERQUE GOLF CLUB

In the event of the site closing, DUNKERQUE GOLF CLUB undertakes to inform the Client in advance by all written means. The Contract may either: - be transferred to the nearest DUNKERQUE GOLF CLUB site of subscription upon proposal. If the Subscriber refuses, the Contract may be automatically terminated at the initiative of DUNKERQUE GOLF CLUB. This termination will result in a stop of withdrawals, or a prorata temporis refund of sums paid in advance related to this Contract; - be transferred to the new operator who will formalize this transfer.

11.4 Suspension of the Service

Access to the course or to one of the Golf's facilities may be temporarily suspended, notably in cases of force majeure as defined herein or due to pressing reasons (ecological, governmental measures, including health or water restriction).

Article 12 – DELIVERY OF PRODUCTS AND SERVICES

12.1 Delivery of Products

Products purchased with immediate purchase can be taken immediately by the Client from the Golf shop.

12.2 Provision of Services

The Services ordered (as the case may be on the Golf site or online) by the Client, which include subscriptions and teaching services in particular, will be provided according to the modalities specified in the Seller's advertising documents and in the conditions provided in these CGV completed by the Subscription Form. The Seller undertakes to make its best efforts to provide the

Services ordered by the Client, as part of an obligation of means. In the event of a particular request by the Client regarding the conditions for providing the Services, duly accepted in writing by the Seller, the related costs shall be subject to a specific additional billing at a later date. In the absence of reservations or claims expressly issued by the Client upon receipt of the Services, they shall be deemed to comply with the Purchase in terms of quality. In the event of an incident resulting in the unavailability of the Services, which would be revealed after the Purchase and if the validity of the claim is recognized, the Client shall be offered, as quickly as possible and at its expense: - either to obtain a full refund of the price actually paid for the Services not delivered/not compliant; - or to obtain the provision of an identical or equivalent service, subject to availability. The Client is informed that the refund or the provision of an identical or equivalent service depending on the choice made by the Client, will constitute the sole remedy in the event of unavailability of the Service. For online purchases, the Client must ensure that the delivery complies with its order. Any claim, in order to be considered, must be made within 48 hours following receipt. Claims must be sent by post to the Golf's address. Any refund or credit note is issued within a maximum period of 21 days. An e-mail is then sent to the Client to notify them that it has been carried out.

Article 13 – INSURANCE

The Member uses the equipment and facilities of the Golf and of the other member golf courses of the DUNKERQUE GOLF CLUB network made available to them under their sole responsibility. For this reason, they must hold insurance covering their liability. The Golf's liability may not be sought in the event of an accident resulting from the Member's fault that has the characteristics of force majeure. In the event of an accident resulting from the fault of the Member or, in general, in the event of non-compliance with the Internal Rules or the rules of etiquette, the Golf's liability shall in any event be only partial. The Golf has taken out insurance covering its civil liability and that of its members in accordance with the provisions of Article 37 of the Law of 16 July 1984. The Golf is affiliated with the French Golf Federation. The Member must obtain a license with this federation and thereby join the collective insurance contract entered into by it, available

here : <https://www.ffgolf.org/>. The liability of the Golf may not be incurred in the event of loss or theft occurring within the Golf and resulting from the Member's fault that has the characteristics of force majeure. In the event of loss or theft occurring within the Golf and resulting from the fault of the Member, the Golf's liability shall, in any event, be only partial.

Article 14 - TRANSFER OF OWNERSHIP - TRANSFER OF RISKS

The transfer of ownership of the Seller's Products, for the benefit of the Client, will only be carried out after full payment of the price by the latter, whatever the delivery date of said Products. Whatever the date of the transfer of ownership of the Products,

the transfer of the risks of loss and damage related thereto shall be carried out only at the moment when the Client takes physical possession of the Products. In the event of delivery, the Products therefore travel at the Seller's risks and perils.

Article 15 - SELLER LIABILITY - WARRANTY

15.1 Warranty of the Products

The Products offered for sale comply with the regulations in force in France and have performance compatible with non-professional use. The Products supplied by the Seller are granted by right and without additional payment, in accordance with legal provisions, - the statutory guarantee of conformity, for Products that are apparently defective, damaged or harmed; - the statutory guarantee against hidden defects arising from a defect in material, design or manufacture affecting the delivered Products and making them unfit for use, under the conditions and in the manner referred to in the box below and in accordance with the applicable legal provisions. It is recalled that under the statutory guarantee of conformity, the Client is entitled to a period of two (2) years from the delivery of the item to take action against the Seller. The Client may choose between repair or replacement of the purchased Product, subject to the cost conditions provided for in Article L 217-9 of the French Consumer Code; the Client is exempted from having to provide proof of the existence of the lack of conformity of the Product during the six months following delivery of the Product. The Client may decide to implement the guarantee against hidden defects of the Product in accordance with Article 1641 of the French Civil Code; in this case, the Client may choose between termination of the sale or a reduction of the sale price in accordance with 1644 of the French Civil Code. The statutory guarantees of conformity and of hidden defects apply independently of the commercial warranty that may possibly cover the Product. To assert its rights, the Client must inform the Seller, in writing, of the non-conformity of the Products within a maximum period of eight (8) days from taking possession / receipt of the Products or from the existence of hidden defects and return or report the defective Products in the condition in which they were received together with all items (accessories, packaging, instructions...). The Seller will refund, replace or have the Products or parts under warranty that are found to be non-compliant or defective repaired. Return costs will be refunded upon presentation of supporting documents. Refunds for Products found to be non-compliant or defective will be made as soon as possible and at the latest within thirty (30) days following the Seller's finding of the lack of conformity or hidden defect. The refund will be made by credit to the Client's bank account or by bank cheque sent to the Client. The Seller's liability may not be incurred in the following cases: - failure to comply with the legislation of the country in which the products are delivered, which it is up to the Client to check; - in the event of misuse, use for professional purposes, negligence or lack of maintenance on the part of the Client, such as in case of normal wear and tear of the Product, accident or force majeure. In any event, the Seller's warranty is limited to

replacement or refund of non-compliant Products or Products affected by a defect and actually paid for by the Client. The Seller may, however, be held liable for damage resulting from improper use that has the characteristics of force majeure of the purchased Product or the provided Service. In the event of damage resulting from improper use of the Product or the provided Service, in particular from a use that would be contrary to the recommendations mentioned in its possible user manual, the liability of the Golf shall in any event be only partial. The Seller's liability may not be incurred if the failure to perform or the delay in performing any of its obligations described herein results from a case of force majeure as provided for in Article 20 of these terms. Finally, the Seller's liability is limited to the amount of the Contract.

15.2. Liability

The Seller shall not be held liable for damage resulting from improper use that has the characteristics of force majeure of the purchased Product or the provided Service. In the event of damage resulting from improper use of the Product or the provided Service, in particular from a use that would be contrary to the recommendations mentioned in its possible user manual, the liability of the Golf shall in any event be only partial. The Seller's liability may not be incurred if the failure to perform or the delay in performing any of its obligations described herein results from a case of force majeure as provided for in Article 20 of these terms. Finally, the Seller's liability is limited to the amount of the Contract.

Article 16 - PROTECTION OF PERSONAL DATA

By ordering online, the Client consents to the use by the Seller and DUNKERQUE GOLF CLUB of the personal data concerning them. This data is necessary to ensure the proper processing of orders.

16.1 General provisions

The personal data provided by the Member in the context of their Purchase is processed in accordance with the provisions of Law No. 78-17 on Information Technology and Civil Liberties of 6 January 1978 as amended and of the General Data Protection Regulation for Personal Data No. 2016/679 of 27 April 2016 ("GDPR"). By providing their personal data in the context of the Purchase, the Member consents to its processing carried out by the Seller, in its capacity as data controller. The collected data is intended for subscribing to the Service or purchasing the Product, identifying the Client, managing and implementing their Subscription and its possible outreach for the renewal of their Subscription, sending information about products and events proposed by the Seller relating to products and services and more generally for managing customer relationships and for statistical purposes. Personal information is kept for the legal retention period and is intended for the persons necessary for their processing within the company as well as for subcontractors, provided that the contract signed between the subcontractors and the data controller mentions the obligations incumbent upon the subcontractors regarding the protection of data security and confidentiality (Article 28 of the European Regulation on the protection of personal data EU 2016/679) and specifies in particular the security objectives to be achieved. The collected data is retained for the entire duration of the Service. At the end of the Service, they will be kept only for a period of five years. The Client also has the right to withdraw their consent for their personal data to be processed under this processing, in accordance with the conditions

set out above. However, in the event that the Client exercises its right of withdrawal, the latter could no longer validly claim the benefit of the Service, which would be terminated in accordance with the applicable special provisions, the processing of its personal data being necessary for the implementation of the Subscription / Teaching. The Client is also entitled to the right to file a complaint with the supervisory authorities, in particular with the CNIL.

16.2 For the golf DUNKERQUE GOLF CLUB

As part of access to the Golf DUNKERQUE GOLF CLUB, the personal data of individual players are likely to be processed by the operating company DUNKERQUE GOLF CLUB as well as by its subcontractors (CPS, Bookandgolf, Brevo, PRIMA, PRISWING, Qualitélis, LeClubGolf...) for the performance of subcontracted tasks, in particular the management of bookings and payments. The data will not be transferred outside the EU. In accordance with Law No. 78-17 on Information Technology and Civil Liberties of 6 January 1978 as amended and with the GDPR, the Client has the right of access, rectification, erasure and data portability of personal data concerning them, as well as the right to object to the processing of said data and the right to restrict processing and to define their post-mortem instructions regarding the processing of said data, by email: dpo@duval.com or by post accompanied by a copy of the identity document sent to: Personal Data Protection DUNKERQUE GOLF CLUB .

16.3 For the golf courses

As part of access to the Golf courses, the personal data of individual players is therefore likely to be processed by the operating companies of the Golf as well as by its subcontractors. The "Personal Data Policy", available at any time, online, on the Golf website. In accordance with Law No. 78-17 on Information Technology and Civil Liberties of 6 January 1978 as amended and with the GDPR, the Client has the right of access, rectification, erasure and data portability of personal data concerning them, as well as the right to object to the processing of said data and the right to restrict processing and to define their post-mortem instructions regarding the

processing said data. In accordance with the provisions of Article L. 223-2 of the French Consumer Code, the Client is informed of their right to register on the opt-out list for telephone canvassing available on the website www.bloctel.gouv.fr.

Article 17 - IMPREVIEWABILITY

These General Terms and Conditions expressly exclude the statutory regime of imprévision provided for in Article 1195 of the Civil Code for all sales transactions of the Seller's Products and Services to the Client. The Seller and the Client therefore each waive the right to rely on the provisions of Article 1195 of the Civil Code and the imprévision regime provided therein, undertaking to assume their obligations even if the contractual balance is upset by circumstances that were unforeseeable at the time of the conclusion of the sale, even if their performance turns out to be excessively

onerous and to bear all the economic and financial consequences.			
Article 18 - FORCED PERFORMANCE IN KIND	all their efforts to resume as quickly as possible the normal performance of their contractual obligations. For this purpose, the hindered Party shall notify the other of the resumption of its obligation by any written means allowing proof of sending (including registered letter with acknowledgment of receipt, extrajudicial act, e-mail,). The Parties shall not be liable if non-performance or delay in performance of any of their obligations, as described herein, results from a force majeure event. During this suspension, the Parties agree that the costs arising from the situation shall be borne by the hindered party. If the impediment	the applicability or validity of the remaining clauses of the GCV. However, if inapplicability or invalidity would seriously affect the legal balance of the GCV, the Parties agree to replace the ineffective clause by reaching an agreement whose economic and legal result will be as close as possible to said clause.	Tourism and Travel (https://www.mtv.travel/claim-the mediator/). The contracting Parties remain free to accept or refuse recourse to mediation and, in case of mediation, to accept or refuse the solution proposed by the mediator.
By way of derogation from the provisions of Article 1221 of the Civil Code, the Parties agree that in case of breach by either Party, the injured Party may not request forced performance, subject to the public order provisions of Article L.217-12 of the Consumer Code.		Article 23 - GOLF INTERNAL REGULATIONS The Vendor's Golf access is governed by its Internal Regulations to which these do not deviate (the "Internal Regulation"). Every Client agrees to comply with the Internal Regulation which is provided with every Service and displayed within the Golf premises. The Client acknowledges having read it and accepts it. Any Subscriber playing on the courses (and any Client taking part in a competition) must hold a valid mandatory FFG license as well as proof to be presented at the Golf reception prior to access to the course. This proof must be presented on the course in case of inspection by the Vendor's staff.	Made at The Prefixed with the statement "Read and approved"
Article 19 - EXCEPTION OF NON-PERFORMANCE It is recalled that, in application of Article 1219 of the Civil Code, each Party may refuse to perform its obligation, even if it is due, if the other Party does not perform its own and if this non-performance is sufficiently serious, i.e., likely to call into question the continuation of the contract or to disrupt	was final, the contents would be purely and simply resolved by operation of law, without summons, or formality. Article 21 - CONTRACT RESOLUTION 21-1 - Resolution for breach of a party's obligations In case of non-compliance by either Party with the following obligations: A breach by one (1) or the other of its obligations under the Contract authorizes the other to terminate it automatically and immediately if the breaching Party does not remedy such breach within fifteen (15) days after receipt of the formal notice with acknowledgment of receipt, subject to all damages the injured party may claim. A breach includes notably: (i) on the Seller's side: - failure to furnish the Products or Services within the time indicated in the order/terms agreed, except where prevented by a force majeure event. (ii) on the Client's side: - non-payment for Products ordered by the Client - non-payment when due for Services ordered by the Client - non-compliance with the internal regulations. It is expressly understood that this termination for breach of a Party's obligations shall take place automatically, the formal notice resulting solely from the non-performance of the obligation, without summons or formalities. (iii) on the part of both Parties - in case of occurrence of an event harming the image and reputation of either Party.	Article 24 - MEDICAL FITNESS FOR SPORTING The Subscriber declares that his physical condition and health allow him to play golf and, more generally, to use the facilities made available to him. As such, he may be asked to present at registration and/or at the Golf access his health pass, a medical certificate, in accordance with applicable legal and regulatory provisions. He practices this activity under his full responsibility in this regard. If the Subscriber wishes to participate in competitions, he must provide the golf with a medical certificate of less than one year from the date of the competition confirming the absence of any contraindication to practicing golf in competition. If such certificate is not provided, the subscriber may not participate in the competitions.	Signature of the representative of DUNKERQUE GOLF CLUB
fundamentally its balance its economic balance. The suspension of performance shall take effect immediately upon receipt by the failing Party of the notice of breach sent by the injured Party indicating the intention to apply the preventive excuse for non-performance until the defaulting Party remedies the breach as identified, notified by registered letter with acknowledgment of receipt or any other durable written medium allowing proof of sending. This non-performance excuse may also be used preventively, in accordance with Article 1220 of the Civil Code, if it is evident that one of the Parties will not fulfill its obligations at the due date and that the consequences of this non-performance are sufficiently serious for the injured Party. This option is at the risk and peril of the Party taking the initiative. The suspension of performance shall take effect immediately, upon receipt by the presumed deficient Party of the notice of intent to apply the preventive non-performance exception until the presumed deficient Party performs the obligation for which a breach is forthcoming.		Article 25 - APPLICABLE LAW - LANGUAGE These GTC and, more broadly, the Contract and the operations arising therefrom are governed by and subject to French law. These General Terms and Conditions of Sale are written in French. In the event of translation into one or more foreign languages, only the French text shall prevail in the event of a dispute.	
manifestly, served by letter sent by registered mail with acknowledgement of receipt or on any other durable written medium that makes it possible to provide proof of dispatch.	21-2 - Common provisions for cases of termination		
Article 20 - FORCE MAJEURE 20.1 Scope of application By express agreement, a force majeure event, within the meaning of Article 1218 of the French Civil Code, shall include events independent of their express will that prevent the normal performance of this contract, such as all situations in which the Golf grounds would not be accessible due to a health crisis, a natural disaster, any prefectural or administrative prohibition, without this list being considered exhaustive. 20.2. Effects The performance of the prevented obligation is automatically suspended for the entire duration of the force majeure event if it is temporary and does not exceed 45 days. Therefore, as soon as the cause of the suspension of their mutual obligations ceases, the Parties will	It is expressly agreed between the Parties that the debtor of an obligation to pay under this agreement will be validly put in default solely by the enforceability of the obligation, in accordance with the provisions of Article 1344 of the French Civil Code. Where the exchanged performances could only find their usefulness through the full performance of the terminated contract, the parties must return the entirety of what they have obtained from each other; this is notably the case with the sale of a Product. Where the exchanged performances have found their usefulness as the contract is reciprocally performed, in the sale of Services for example, there is no need for restitution for the period prior to the last performance that has not received its consideration; in this case, the termination is deemed to be a cancellation. Article 22 - VALIDITY OF THE GTCs Any clause of the GTCs that might be deemed inapplicable or invalidated will not affect	Article 26 - DISPUTES Any disputes to which the purchase and sale transactions entered into under these general terms and conditions of sale could give rise, concerning their validity, interpretation, performance, cancellation, consequences and follow-up matters, and which could not have been resolved between the Seller and the Client, will be submitted to the competent courts under the conditions of common law. The Client is informed that, in the event of failure of the complaint request with the consumer service or in the absence of a response from this service, they may resort to conventional mediation, in particular with the Consumer Mediation Commission (C. consom. art. L 612-1) or with the existing sectoral mediation bodies, or to any alternative dispute resolution method (conciliation, for example) in the event of a dispute. The competent sectoral mediation body is the Mediation	