Terms and Conditions

version 2.0 – August 2025

Please read these Terms and Conditions of Use carefully as they contain important information regarding your legal rights, obligations and remedies. By using or accessing the Ready4Sea solution, you agree to be bound by and comply with these Terms and Conditions.

Each article includes an easy-to-read summary in blue. These inserts have no legal value, but they will help you to read and understand this document.

Article 1 – Ready4Sea Solution

📱🖥 Ready4Sea is the solution we provide you.

The Ready4Sea solution, whatever its mode of access (application, website, etc.), is hereinafter referred to as the "**Solution**".

Article 2 – Identification of the parties

👥 We are the Service Provider, you are the User, we are the Parties.

1. Service Provider
The company owning the Solution is hereinafter referred to as the "**Service Provider**". The Service Provider's contact details are given in the Legal Notice.

2. User
The user of the Solution is referred to as the "**User**". The term "User" may therefore refer to any individual or legal entity, whether professional, non-professional or consumer.

3. Individual and joint names
The Service Provider and the User are individually or collectively referred to as the "**Party(ies)**".

Article 3 – Contractual documents

‼ Important: This document (and any others) forms a binding agreement between you and us.

1. Special conditions
Special conditions, hereinafter referred to as "**Special Conditions**", consist of any document issued by the Service Provider specifying specific conditions of use of the Solution.

2. Terms and Conditions
The present general terms and conditions are hereinafter referred to as the "**Terms and Conditions**".

3. Contract
The Special Conditions and the Terms and Conditions are together referred to as the "**Contract**". The Contract sets out all the rights and obligations of the Parties.

4. Appendices

The appendices reproduced after the General Terms and Conditions contain: (i) the document enabling the right of withdrawal to be exercised, should the conditions for this be met; (ii) the legal provisions applicable to the consumer and, where applicable, to the non-professional.

5. Hierarchy

In the event of conflict between the Contract and any document produced by the User, the provisions of the Contract shall prevail.

Within the framework of the Contract, the clauses of the Special Terms and Conditions take precedence over the General Terms and Conditions.

Article 4 – Information

🤝 You acknowledge that you have been properly informed prior to entering into the Contract.

1. Before entering into the Contract, the User acknowledges having been fully informed by the Service Provider of:

- The free nature of the Solution or, where applicable, the price and terms of payment;
- The essential characteristics of the Solution and the services it offers;
- The content of the Contract and its terms of fulfillment.

2. The User expressly acknowledges that the Contract has been brought to his attention prior to its conclusion. The User further acknowledges that he has accepted all the stipulations of the Contract. They are therefore enforceable against the User in accordance with article 1119, paragraph 1, of the French Civil Code.

Article 5 – Object

👀 The purpose is to determine the conditions governing your use of Ready4Sea.

The purpose of the Contract is to determine the rights and obligations of the User and the Service Provider. As an essential obligation:

- The Service Provider undertakes to allow the User access to and use of the Solution in accordance with the conditions stipulated in the Contract;
- In return, the User undertakes to use the Solution in accordance with the conditions stipulated in the Contract and, where applicable, to pay the agreed price, also in accordance with the conditions stipulated in the Contract.

Article 6 – Free choice of the User

🤵 You use Ready4Sea on your own initiative.

The User freely chooses to download and use the Solution. As the sole decision-maker, the User may not, under any circumstances, turn against the Provider and/or request a refund if he/she feels that the Solution does not correspond to his/her needs or expectations.

Article 7 – Withdrawal

🔁 Individual users (consumers) benefit from a cooling-off period.

The User has a legal right of withdrawal when he/she is a consumer (French Consumer Code, preliminary article) and the conditions for this right of withdrawal are met (French Consumer Code, article L221-18). This right of withdrawal may be exercised under the following conditions:

1. The Service Provider must be contacted by the User:

- Either by sending the withdrawal form shown in the appendix, duly completed and signed by the User;
- Or by sending a written document (email, sms, etc.) clearly expressing the User's wish to make use of his/her right of withdrawal.

2. The right of withdrawal may be exercised within fourteen (14) days of the conclusion of the Contract. It is specified that:

- The day on which the Contract was concluded is not counted in the specified period;
- The period begins at the start of the first hour of the first day and ends at the end of the last hour of the last day of the period;
- If this period expires on a Saturday, Sunday or public holiday, it is extended until the next working day.

3. Where the right of withdrawal has been duly exercised, the Service Provider shall reimburse the User for all sums paid, at the latest within fourteen (14) days from the date on which it receives notification of the User's withdrawal.

4. Exercise of the right of withdrawal terminates the Contract.

Article 8 – Duration

📅 Free use of Ready4Sea is possible indefinitely. If you take out a subscription, it is valid for 12 months, renewable automatically. You can cancel before each expiration date.

1. Free version of the Solution
The Contract takes effect on the signature date for an indefinite period.
The Contract may be terminated at any time at the initiative of one of the Parties, subject to notification of such termination to the other Party and a minimum notice period of thirty (30) days.

2. Paid version of the Solution – Professional User
The Contract takes effect on the signature date and for an initial term of twelve (12) months.
At the end of the initial term, or of a term resulting from a renewal, the Contract is automatically renewed for a further period of twelve (12) months, under the same conditions.
As an exception, the renewal referred to in the previous point does not apply when one of the Parties has expressed, prior to the expiry of the term (initial or resulting from a renewal), and by written notification sent to the other Party, its wish not to continue the Contract at the end of the said term.
Early termination of the Contract by the Professional User does not exempt him/her from payment of the sums due under the Contract for the period in question.

3. Paid version of the Solution – Provisions reserved for the consumer or non-professional User
In accordance with article L215-1 of the French Consumer Code, the provisions of which are reproduced below in the appendix, the Service Provider undertakes to inform the User, who is a consumer or non-professional within the meaning of the French Consumer Code (French Consumer Code, preliminary article), in writing, no earlier than three (3) months and no later than one (1) month before the anniversary date of the Contract, of the possibility of not renewing his commitment.
If the aforementioned information has not been provided, the User is informed that he/she may terminate the Contract free of charge at any time after its anniversary date. Any sums paid in advance will then be reimbursed to the User within thirty (30) days of termination, after deduction of the sums corresponding to the fulfillment of the Contract over the period from the Contract anniversary date to the date of termination.
The User, being a consumer, may terminate the Contract electronically via the Solution, in accordance with article L215-1-1 of the French Consumer Code.

Article 9 – Release

🐛 We do our best to make Ready4Sea work as smoothly as possible. However, there may be glitches, and we will endeavour to correct them as soon as possible.

The Solution is delivered "as is" to the User. As a result, the Solution may include malfunctions, bugs and/or errors. These malfunctions can be reported to the Service Provider by the User so that they can be corrected by means of updates to the Solution.

Article 10 – Availability

> ⚠️ We also do our best to ensure that Ready4Sea is continuously accessible. However, disruptions cannot be ruled out.

The Service Provider undertakes to use its best efforts to ensure maximum availability of the Solution.
However, as the Solution uses technologies developed and implemented by third parties, it may be inaccessible from time to time, particularly in the event of incidents and/or updates to these technologies.
Access to the Solution may also be interrupted from time to time in the event of an update by the Service Provider.

Article 11 – Use of the Solution

> 👹 We may exclude a user in the event of inappropriate behavior.

The User undertakes to use the Solution in a reasonable manner, in accordance with its purpose and in compliance with current legislation. The User thus agrees, in particular, to refrain from:

- Publishing, via the Solution, any derogatory, racist or homophobic comments, etc.;
- Carrying out any spamming, phishing, etc. actions.

The Service Provider reserves the right to temporarily or permanently cut off access to the Solution in the event of any of the above breaches.

Article 12 – User Generated Content

> 📜 You authorize us to reuse the non-personal data provided to enrich the Ready4Sea experience.

Information entered by the User in the Solution (hereinafter referred to as "**Generated Content**") refers to any information entered by the User that is not personal data within the meaning of applicable legislation. Generated Content may thus, and in particular, consist of:

- Any information about a boat or piece of equipment (model, make, size, dimensions, illustration, etc.);
- Any opinion and/or assessment about a service provider.

The Generated Content may be freely reused and/or displayed, in whole or in part, by the Service Provider in the Solution as well as in the Solution when used by third parties.

Article 13 – Updates and new versions

> 📲 Ready4Sea is constantly evolving, with fixes and new features, but we cannot guarantee that it will remain suitable for everyone.

1. For the purposes of this Article, the following terms shall have the following meanings:

- Update(s): any correction of errors identified on the Solution and/or improvement of existing functionality(ies) carried out at no additional cost to the User as a consumer;
- New version(s): any new functionality of the Solution compared to the functionality offered by a previous version of the Solution.

2. For all Updates and/or New Versions (hereinafter referred to as "Changes"), the Service Provider informs the User:

- Of the date of the Changes;
- Of the content of the Changes (error corrected, improvement made, added functionality, etc.);
- Of the right to refuse the installation of this Changes as well as the consequences of this refusal;
- Of the right to uninstall the Changes.

3. The User does not benefit from the right to terminate the contract, in accordance with article L224-25-26, 4° of the French Consumer Code, when the Change only has a minor negative impact on his access and/or use of the Solution.

4. Where the Change has a negative impact on access and/or use of the Solution, the User is entitled to terminate the Contract, free of charge, within a maximum period of thirty (30) days from the date of the Change.

Article 14 – Execution of services

🌟 We work hard and to the best of our ability to offer you this service.

The Service Provider undertakes to fulfill all its obligations and the development of the Solution with all the care required for this type of assignment, in accordance with the legal and regulatory provisions in force and the techniques and rules of the art of its profession, selecting and retaining the means and personnel best suited to the execution of these services.

Article 15 – Independence

🎯 Even if you are part of our community, we, and we alone, are responsible for making decisions about Ready4Sea.

1. The Service Provider freely implements the means it deems useful to fulfill its obligations, in complete independence. The Contract does not create any relationship of solidarity, subordination, preposition, commercial agency, mandate or mandate of common interest, commission, association or partnership, whether joint or de facto, or dependency between the Parties.

2. The Service Provider retains full responsibility for its employees and agents, and assumes all obligations arising from its capacity as employer or principal.

3. Each Party acts in its own name and on its own behalf, and is therefore not authorized to represent the other Party.

Article 16 – Confidentiality

🥶 If we exchange confidential information, both you and we are bound not to disclose it.

1. The following constitutes confidential information (hereinafter "**Confidential Information(s)**"): any information exchanged between the Parties when (i) the information is marked "confidential" or any other similar marking; (ii) a Party notifies the other Party in writing of the confidential nature of the information it has disclosed; (iii) the information must reasonably be considered confidential by virtue of its content. It follows that any information exchanged between the Parties during the fulfillment of the Contract or the negotiations preceding it, whatever the nature of the information (commercial, accounting, financial, industrial, legal, etc.) and/or its medium (oral, written, paper, computerized, dematerialized, etc.) may be treated as Confidential Information.

2. The Parties undertake to keep all Confidential Information confidential, which implies taking all useful measures to ensure the protection of all Confidential Information.

3. Confidential Information may not be disclosed to third parties or to employees or agents of the Parties who are not called upon to participate in the fulfillment of all or part of the Contract. Consequently, the Parties undertake, for the

duration of the Contract and for a period of five (5) years from its termination for any reason whatsoever, not to disclose all or part of the Confidential Information for any reason or in any form whatsoever.

4. As an exception, Confidential Information may be disclosed in order to comply with legal or regulatory obligations incumbent on one of the Parties, or in order for a Party to assert its legal rights.

Article 17 – Intellectual property

🧠 Although free of charge, Ready4Sea is based on protected technologies and information. Please do not abuse our solution in order to maintain access and use. If you share suggestions with us, we can implement them without being indebted to you.

1. The Service Provider retains all intellectual and industrial property rights relating to the Solution and to any documents and/or media relating to the Solution. The Service Provider also retains all rights relating to any database that it may have created, as well as all rights relating to the data incorporated in said database.

2. The User hereby refrains, by any means whatsoever (in particular by reverse engineering and/or extraction of the source code and/or data incorporated in the database), from infringing, directly, indirectly or through the intermediary of a natural or legal person, the rights of the Service Provider in respect of any of the elements referred to in the preceding point.

3. The User agrees, in return for access to and use of the Solution, to transfer to the Service Provider, free of charge, all rights, in particular ownership, intellectual or industrial property and/or exploitation rights, to any feedback, suggestions and/or ideas relating to the Solution. The Service Provider may therefore freely use all or part of the elements transferred, including for commercial purposes.

4. Violation of the above obligation will result in the payment of twenty thousand euros (€20,000) by the User to the Service Provider by way of damages, without the need for formal notice, and without the right to claim a greater or lesser sum. This penalty is without prejudice to any other penalties available under the law and/or the Contract.

Article 18 – Display of the User's first name, image and comments

👤 Your public profile and comments may be featured on Ready4Sea.

1. The User authorizes the Service Provider to display, on the ready4sea.com website and/or the Solution, all or part of the following elements:

- Name and/or image;
- His capacity (professional, private individual, etc.), profession and/or use of the Solution (professional, private individual, etc.);
- If applicable, its corporate name, trade name, brand and/or any associated visuals;
- Any comments and/or opinions relating to the Solution.

2. The User may notify the Service Provider of any corrections (typographical, visual, etc.) that he deems necessary.

Article 19 – Warranties

👷 It is our responsibility to ensure that Ready4Sea operates as intended or promised.

19.1 Warranty of conformity

1. The Service Provider may be liable for the legal warranty of conformity (Articles L. 217-3 et seq. of the French Consumer Code). Under this warranty:

- The Service Provider is liable for defects in the conformity of the Solution which appear during the period during which the Solution is supplied to the User;
- The User is exempted from proving the existence of the defect in the conformity of the Solution;
- The Solution is brought into conformity free of charge, within a maximum period of thirty (30) days. If applicable, where the Solution is subject to a charge, the User may obtain a reduction in the price or a refund of the price paid.

2. This warranty may be invoked by the User simply by notifying the Service Provider in writing at the address given in the Legal Notice.

19.2. Warranty against hidden defects

1. The Service Provider may be liable for hidden defects (articles 1641 et seq. of the French Civil Code) if the conditions for their application are met.

2. This warranty may be invoked by the User by sending written notice to the Service Provider at the address indicated in the Legal Notice.

19.3. Opting between warranty of conformity / warranty against latent defects

The User as a consumer has a free choice in the exercise of the aforementioned warranties, when both their conditions of application are met.

Article 20 – Responsability

> 🚫 We cannot be held liable if your use of Ready4Sea does not comply with these Terms and Conditions or the intended use. If we are liable, damages are financially capped.

1. The Service Provider cannot be held liable if:

- The User's equipment (device specifications, operating system, etc.) is not or is no longer compatible with the requirements of the Solution;
- The use of the Solution by the User does not correspond to its purposes;
- The information entered by the User in the Solution proves to be imprecise and/or inaccurate;
- The User has not met the security requirements that may reasonably be expected (insufficient disclosure or protection of authentication IDs, password, or e-mail access, etc.);
- Access to the Solution has been interrupted for maintenance and/or updates, including maintenance and/or updates to third-party technologies on which the Solution is based.

2. In the case of a User who is a professional within the meaning of the French Consumer Code:

- The Service Provider may not be held liable for any indirect loss suffered by the User. The following are expressly considered as indirect loss: commercial losses due to delay, loss of clientele, business, orders and/or sales, image and/or reputation;
- The amount of damages due by the Service Provider under its contractual liability will be capped: (i) either at the price excluding tax of the sums paid by the User in relation to the boat for which the shortcoming is proven (ii) or, in any other case, at the price excluding tax of all the sums paid by the User.
- Under no circumstances may the amount of damages exceed the above-mentioned sums, whatever the nature of the claim.

3. The present Article does not exempt a Party from the obligation to execute all its services and/or to make any payment required by the Contract.

Article 21 – Failure to comply with the contract

⚙ We may suspend your access if you fail to comply with the terms of the contract, in particular the payment of any sums due. Failure to pay will incur penalties. Both you and we may terminate the contract in the event of persistent infringement.

21.1. Exception for non-fulfillment

In accordance with article 1219 of the French Civil Code, any default or delay in payment, whatever the cause, and/or any violation of the article on intellectual property, will automatically lead to the immediate suspension, by the Service Provider, of all its services until full payment has been received from the User.
The User is hereby informed that the Service Provider is under no obligation to retain the data entered in the Solution. Consequently, the User may lose this data.

21.2. Interest on arrears and lump sum compensation

Any payment delay or failure to pay, regardless of the cause, will automatically result in the following without prior notice:

- Late payment interest, plus VAT if applicable, calculated from the day following the due date. The applicable interest rate will be three times (3x) the legal interest rate applied in France, from the day following the due date until the date of full payment;
- The application, at the User's expense, of a fixed recovery fee (€40);
- The charging, at the User's expense, of all costs generated by the contentious recovery of sums owed by the User, and in particular the costs of bailiffs, lawyers, court officers and all costs and disbursements related to any proceedings (injunction to pay, summary proceedings, merits, seizure, etc.);
- Payment by the User, as damages, of a sum equal to fifty percent (50%) of the unfulfilled payment, without it being possible to award a greater or lesser sum.

21.3. Termination

1. In accordance with article 1226 of the French Civil Code, either Party may, in the event of sufficiently serious non-fulfillment, terminate the Contract as follows:

- The prior dispatch of a formal notice to the defaulting Party indicating that, failing to meet its obligation within fifteen (15) days of its receipt, the other Party will be entitled to terminate the Contract;
- In the event of persistent non-fulfillment, notification of the termination of the Contract to the defaulting Party.

2. In accordance with article 1225 of the French Civil Code, the Parties agree, without the need for any prior formal notice, that the Contract may be terminated immediately, by operation of law, by the defaulting Party, when one of the following breaches is observed:

- Non-payment by the User of an invoice issued by the Service Provider;
- Violation of the intellectual property clause;
- Violation of the use of the Solution clause.

3. In the context of this Article, any notification may be made by sending an email or by a message sent via the Solution.

4. The creditor is free to choose between the various termination methods described above.

5. This Article is without prejudice to any other sanctions available under the law and/or the Contract.

Article 22 – Force majeure

💥 In the event of force majeure, we may have to suspend the contract.

1. In the event of force majeure, as defined in Article 1218 of the French Civil Code, the Service Provider may, at its sole discretion (i) suspend the execution of any services for which it is responsible or (ii) terminate the Contract, without the User being entitled to claim any compensation.

2. In any event, the Parties agree that the impediment of the debtor will, within the meaning of this text, be deemed definitive after a period of three (3) months from the occurrence of the event characterizing force majeure.

Article 23 – Transfer of the Contract

⏩ If we transfer the operation of Ready4Sea to others, then you will deal directly with them.

1. The Provider may freely transfer the Contract to any third party of its choice. The User, as the transferee, hereby consents to any such transfer of the Contract. The Service Provider undertakes to notify the User of any such transfer within a reasonable period of time following the transfer.

2. The User expressly agrees that the assignment of the Contract shall release the Service Provider in its capacity as transferor.

Article 24 – End of Contract

🛑 You may not continue to use Ready4Sea after the end of the Contract.

Termination of the Contract, whatever the cause, deprives the User of all access to and use of the Solution.
The User may request the Service Provider to extract the data entered in the Solution. The Service Provider will issue a separate quotation for this purpose.

Article 25 – Personal Data

📝 Your personal data belongs to you, we implement the regulations to protect you. Read our Privacy Policy to be assured of this.

1. The Service Provider declares that it collects, processes, stores, guarantees the confidentiality of and protects personal data in accordance with the regulations in force, and in particular Law No. 78-17 of January 6, 1978 relating to information technology, files and freedoms and European Regulation No. 2016/679 on the protection of personal data (GDPR).

2. In accordance with the aforementioned legislation, the User is hereby informed that his personal data (in particular his first name(s), surname(s), telephone number(s), address(es), email(es), position(s)) and, where applicable, those of his legal representatives, employees and/or, agents may be collected by the Service Provider in order to ensure the proper fulfillment of the Contract and/or meet its legal obligations.

3. The personal data collected is kept:

- For the entire duration of the contractual relationship, plus the statutory limitation period (in principle, five (5) years from the date on which the person had or should have had knowledge of the facts) when such personal data is necessary for the proper fulfillment of the Contract and its consequences (complaints, litigation, etc.);
- For a period of ten (10) years when the personal data collected enables the Service Provider to comply with a legal obligation (for example, legislation relating to accounting).

4. The User and the aforementioned persons have a right to information, access, rectification, limitation, deletion and opposition to the processing of such data, as well as a right to the portability of the data collected. These rights may be exercised by contacting the Service Provider at the addresses indicated in the Legal Notice.

5. The French Data Protection Authority (CNIL) may be contacted in any event.

6. For further details, the User is invited to refer to the Privacy Policy.

Article 26 – Bloctel

📞 You can choose not to be solicited by telephone. However, we may call you if the situation requires it.

1. The User, whether consumer or non-professional, is hereby informed that his fixed and/or mobile telephone number may be collected by the Service Provider in order to ensure the proper fulfillment of the Contract.

2. The User is hereby informed that he/she has the right to register, free of charge, on a telephone anti-solicitation list known as "Bloctel", which can be accessed:

By internet: https://www.bloctel.gouv.fr
By post: Worldline – Service Bloctel – CS 61311 – 41013 Blois Cedex – France
By telephone: +33 1 73 26 81 45

3. The User is informed that the registration of a telephone number on the Bloctel list does not prevent this number from being used by the Service Provider to ensure the proper fulfillment of the Contract.

Article 27 – Miscellaneous clauses

✂ The invalidation of any part of the agreement does not affect the rest of the document. Our rights remain valid even if we tolerate exceptions.

1. For the purposes of the Contract, each Party declares that it elects domicile at the addresses indicated in the Contract and/or communicated at the time of its conclusion. Any change of address must be notified in writing to the other Party.

2. The fact that one of the Parties does not avail itself of a breach by the other Party of any of its obligations shall not be construed as a waiver of the right to avail itself of the obligation in question and of the rights and actions attached thereto in new circumstances.

3. Should any of the stipulations or clauses of the Contract be held to be invalid, unwritten, null or void, the other stipulations shall remain applicable.

4. Each signatory to the Contract declares that he/she is fully capable and, where applicable, has full authority to bind the company in whose name the Contract is signed.

Article 28 – Prescription

⌛ We cannot be held responsible for matters that are more than one year old.

Pursuant to Article 2254 of the French Civil Code, where the User has the status of a professional (within the meaning of the introductory article of the French Consumer Code), it is agreed that any action, request or demand, whatever its nature, qualification or purpose, brought against the Service Provider is subject to a twelve (12) month limitation period.

Article 29 – Applicable law

🇫🇷 French law applies, even if you have read a translated version of these conditions.

The Contract is subject to French law. This translation is provided as a courtesy only. Unintentional discrepancies may exist between this version and the French version of these Terms and Conditions. In this case, the latter applies.

Article 30 – Settlement of disputes

⚖ Let us strive to settle disputes amicably or with a mediator. If we are unable to do so and you are a private individual, disputes will be subject to consumer law. If you are a professional, the applicable jurisdiction is that of our head office.

30.1. Consumer or non-professional User

Discussion between the Parties
Prior to any proceedings, the Parties are obliged to seek an amicable solution to the dispute between them. To this end, the User may contact the Service Provider using the contact details provided in the Legal Notice.

Mediation
If the Parties fail to reach an agreement, the User having the quality of consumer may, free of charge, have recourse to a consumer mediator with a view to the amicable resolution of the dispute opposing him/her to the Service Provider. The contact details of the mediator are made available to the User by the Service Provider.

Online dispute resolution
Users who are consumers may also connect to the European online dispute resolution platform.

Competent jurisdictions
The competent jurisdictions are those in which the User is resident.

30.2. Professional user

1. Any dispute shall be settled by the Commercial Court of Vannes, which will have exclusive jurisdiction. This jurisdiction is to be understood in the broadest sense and covers, in particular:

- Any action, whatever its nature (summons, petition, action on the merits, summary proceedings, seizure, opposition resulting from a payment order, etc.);
- Any claim, whatever its nature (contractual, extra-contractual, etc.) or subject matter, including negotiations and/or talks;
- Any claimant (Party, party involved in the fulfillment of the Contract or in the rights of a Party, etc.).

2. As an exception, the courts of the city of Rennes have exclusive jurisdiction for:

- Disputes falling within the jurisdiction of the specialized courts as defined by the French Intellectual Property Code and article D. 211-6-1 of the French Code of Judicial Organization and its appendix Table VI;
- Disputes falling within the jurisdiction of the specialized courts as defined by articles L. 420-7 and R. 420-3 and appendices 4-1 and 4-2 of the French Commercial Code;
- Disputes falling within the jurisdiction of the specialized courts as defined by articles L. 442-4 III, D. 442-2 and D. 442-3 and appendices 4-2-1 and 4-2-2 of the French Commercial Code.