

GENERAL TERMS AND CONDITIONS OF SALE OF MONTAGNETTES

THE GENERAL CONDITIONS OF SALE ARE IN ACCORDANCE WITH THE PROVISIONS OF DECREE N° 94-490 OF 15 JUNE 1994 TAKEN IN APPLICATION OF ARTICLE 31 OF LAW N°92-645 OF 13 JULY 1992 FIXING THE CONDITIONS OF EXERCISE OF THE ACTIVITIES RELATING TO THE ORGANISATION AND SALE OF TRIPS OR STAYS. IN ORDER TO COMPLY WITH THE LEGAL PROVISIONS, WE REPRODUCE BELOW ARTICLES 95 TO 103 OF THIS DECREE.

Article 95 - Subject to the exclusions provided for in the second paragraph (a and b) of Article 14 of the aforementioned law of 13 July 1992, any offer and sale of travel or holiday services shall give rise to the issue of appropriate documents which comply with the rules defined by this title.

In the case of the sale of air tickets or tickets for scheduled services not accompanied by services related to such transport, the seller shall issue the purchaser with one or more tickets for the entire journey issued by the carrier or under its responsibility. In the case of transport on demand, the name and address of the carrier on whose behalf the tickets are issued must be mentioned.

Separate invoicing of the various elements of a tourist package does not exempt the vendor from the obligations imposed on him by this Title.

Article 96 - Prior to the conclusion of the contract and on the basis of a written document, bearing his company name, address and the indication of his administrative authorisation to operate, the vendor must communicate to the consumer information on the prices, dates and other constituent elements of the services provided on the occasion of the journey or stay such as

1° The destination, means, characteristics and categories of transport used;

2° The type of accommodation, its location, its level of comfort and its main characteristics, its certification and its tourist classification in accordance with the regulations or customs of the host country;

3° The meals provided;

4° The description of the itinerary when it is a tour;

5° The administrative and health formalities to be completed, particularly when crossing borders, as well as the time required to complete them;

6° The visits, excursions and other services included in the package or possibly available at an additional cost;

7. The minimum or maximum size of the group enabling the journey or stay to be undertaken and, if the journey or stay is subject to a minimum number of participants, the deadline for informing the consumer in the event of cancellation of the journey or stay; this date may not be less than twenty-one days before departure;

8° The amount or percentage of the price to be paid as a deposit on conclusion of the contract and the schedule for payment of the balance;

9° The terms of price revision as provided for by the contract in application of Article 100 of this decree;

10° The cancellation conditions of a contractual nature;

11° The cancellation conditions defined in Articles 101, 102 and 103 below;

12° Details concerning the risks covered and the amount of guarantees subscribed to under the insurance contract covering the consequences of the professional civil liability of travel agencies and the civil liability of associations and non-profit organisations and local tourist organisations;

13° Information concerning the optional subscription of an insurance contract covering the consequences of certain cases of cancellation or an assistance contract covering certain specific risks, in particular the cost of repatriation in the event of accident or illness.

Article 97 - The prior information given to the consumer shall be binding on the seller, unless the seller has expressly reserved the right to amend certain elements of the information. In this case, the seller shall clearly indicate to what extent this modification may be made and on which elements.

In any event, changes to the prior information shall be communicated to the consumer in writing before the contract is concluded.

Article 98 - The contract concluded between the seller and the buyer must be in writing, drawn up in duplicate, one of which is given to the buyer, and signed by both parties. It must include the following clauses:

1° The name and address of the seller, his guarantor and his insurer as well as the name and address of the organiser;

2° The destination or destinations of the journey and, in the case of a split holiday, the different periods and their dates;

3° The means, characteristics and categories of transport used, the dates, times and places of departure and return;

4° The type of accommodation, its location, its level of comfort and its main characteristics, its tourist classification according to the regulations or customs of the host country;

5° The number of meals provided;

6° The itinerary when it is a tour;

7° The visits, excursions or other services included in the total price of the journey or stay;

8° The total price of the services invoiced as well as an indication of any possible revision of this invoicing by virtue of the provisions of Article 100 below;

9° The indication, where applicable, of fees or taxes relating to certain services such as landing, disembarkation or embarkation taxes in ports and airports, and tourist taxes when they are not included in the price of the service or services provided;

10° The timetable and terms of payment of the price; in any event, the last payment made by the purchaser may not be less than 30% of the price of the journey or stay and must be made when the documents enabling the journey or stay to be made are handed over;

11° The special conditions requested by the purchaser and accepted by the vendor 12° The terms and conditions under which the purchaser may submit a complaint to the vendor for non-performance or poor performance of the contract, a complaint which must be sent as soon as possible by registered letter with acknowledgement of receipt to the vendor, and notified in writing, if necessary, to the travel organiser and the service provider concerned;

13° The deadline for informing the purchaser in the event of cancellation of the journey or stay by the vendor in the event that the journey or stay is linked to a minimum number of participants, in accordance with the provisions of 7° of article 96 above;

14° The conditions of cancellation of a contractual nature;

15° The cancellation conditions provided for in Articles 101, 102 and 103 below;

16° Details of the risks covered and the amount of guarantees under the insurance contract covering the consequences of the seller's professional civil liability;

17° Information concerning the insurance contract covering the consequences of certain cases of cancellation taken out by the purchaser (policy number and name of the insurer), as well as those concerning the assistance contract covering certain specific risks, in particular the cost of repatriation in the event of accident or illness; in this case, the vendor must provide the purchaser with a document specifying at least the risks covered and the risks excluded ;

18° The deadline for informing the seller in the event of transfer of the contract by the buyer;

19° An undertaking to provide the buyer, in writing, at least ten days before the planned date of departure, with the following information

a) The name, address and telephone number of the seller's local representative or, failing that, the names, addresses and telephone numbers of local organisations likely to help the consumer in the event of difficulty, or, failing that, the telephone number enabling contact to be made with the seller as a matter of urgency; b) For journeys and stays for minors abroad, a telephone number and address enabling direct contact to be made with the child or the person responsible for the child's stay.

Article 99 - The buyer may assign his contract to an assignee who meets the same conditions as he does for the journey or stay, as long as this contract has not produced any effect.

Unless otherwise stipulated, the assignor must inform the seller of his decision by registered letter with acknowledgement of receipt at least seven days before the start of the journey. In the case of a cruise, this period is extended to fifteen days. This transfer is not subject, under any circumstances, to prior authorisation by the seller.

Article 100 - When the contract includes an express possibility of price revision, within the limits provided for in article 19 of the aforementioned law of 13 July 1992, it must mention the precise methods of calculation, both upwards and downwards, of price variations, and in particular the amount of transport costs and related taxes, the currency or currencies that may have an impact on the price of the trip or stay, the part of the price to which the variation applies, the rate of the currency or currencies used as a reference when establishing the price appearing in the contract.

Article 101 - When, before the buyer's departure, the seller is forced to make a change to one of the essential elements of the contract, such as a significant increase in the price, the buyer may, without prejudice to any recourse for compensation for any damage suffered, and after having been informed by the seller by registered letter with acknowledgement of receipt:

Either terminate the contract and obtain immediate reimbursement of the sums paid without penalty; or accept the modification or substitute trip proposed by the seller; an amendment to the contract specifying the modifications made is then signed by the parties; any reduction in price is deducted from any sums still owed by the buyer and the seller is not liable for any damages.

Any reduction in price shall be deducted from any sums still owed by the buyer and, if the payment already made by the latter exceeds the price of the modified service, the excess amount must be returned to him before the date of his departure.

Article 102 - In the case provided for in article 21 of the aforementioned law of 13 July 1992, when, before the buyer's departure, the seller cancels the trip or stay, he must inform the buyer by registered letter with acknowledgement of receipt; the buyer, without prejudice to any recourse for compensation for any damage suffered, obtains from the seller the immediate reimbursement of the sums paid without penalty; the buyer receives, in this case, an indemnity at least equal to the penalty he would have incurred if the cancellation had been made by him on this date.

The provisions of the present article do not in any way prevent the conclusion of an amicable agreement for the purpose of acceptance by the buyer of a substitute journey or stay proposed by the seller.

Article 103 - When, after the buyer's departure, the seller is unable to provide a preponderant part of the services provided for in the contract, representing a non-negligible percentage of the price paid by the buyer, the seller must immediately take the following measures, without prejudice to any recourse for compensation for damages that may have been suffered:

Or offer services to replace the services provided, possibly bearing any additional cost and, if the services accepted by the buyer are of inferior quality, the seller must reimburse the buyer, upon his return, for the difference in price;

Or, if he cannot propose any replacement service or if these are refused by the buyer for valid reasons, to provide the buyer, without additional charge, with transport tickets to ensure his return under conditions that can be considered equivalent to the place of departure or to another place accepted by both parties.

Article 104 - The provisions of articles 95 to 103 of the present decree must appear on brochures and travel contracts offered by the persons referred to in article 1 of the aforementioned law of 13 July 1992.

