

GENERAL SALES CONDITIONS

Quadrature Travel SARL, a private limited company with a share capital of €10,000 - Registered office: 43, rue des Tilleuls - 92100 Boulogne Billancourt - Licence IM 092 110041 - Holder of a financial guarantee issued by Atradius, 44 Avenue Georges Pompidou, 92596 Levallois-Perret - QUADRATURE TRAVEL has taken out insurance with Hiscox to cover its Third-Party Professional Liability (policy HA PRC0060725).

In compliance with Article R.211-14 of the French Tourism Code, brochures and travel contracts offered by travel agents to their clients are to include the following general conditions, in full, arising from Articles R211-5 to R211-13 of the French Tourism Code.

In compliance with Articles L211-8 and L211-18 of the French Tourism Code, the provisions of Articles R211-5 to R211-13 of the French Tourism Code, the wording of which is reproduced below, are not applicable to reservations or sales of travel tickets not falling within the context of tourist packages.

The organiser's brochure, estimate, proposal and programme constitute the prior information set out under Article R211-7 of the French Tourism Code. Therefore, in the absence of provision to the contrary set out on the face of this document, the characteristics, special conditions and prices of travel as set out in the organiser's brochure, estimate or proposal will be contractually binding on signature of the registration form.

In the absence of any brochure, estimate, programme or proposal, this document constitutes the prior information set out in Article R211-7 of the French Tourism Code before signature by the purchaser. Absence of signature within 24 hours from it being issued will result in its lapse. In the event of assignment of contract, the assignor and/or the assignee are bound before assignment to settle costs arising. Where these costs exceed the sum shown at the point of sale and those mentioned in the contractual documents, documents in proof are to be supplied.

Extract from the French Tourism Code

Article R.211-3 - Subject to the exclusions provided for in the third and fourth paragraphs of Article L. 211-7, any offer and any sale of travel or stay services are to give rise to the provision of appropriate documents which meet regulations defined in this section.

In the event of air travel tickets or those of regular airlines unaccompanied by services relating to this travel, the seller is to provide to the purchaser one or more passenger tickets for the whole journey, issued by the transporter or under its liability.

In the case of travel on demand, the name and address of the transporter on behalf of whom the tickets have been issued are to be mentioned.

Separate invoicing of the various items in one single tourist package does not release the seller from its obligations under legislative provisions in this section.

Article R211-3-1 - Subject to the exclusions provided for in the third and fourth paragraphs of Article L.211-7, any offer and any sale of travel or stay services are to give rise to the provision of appropriate documents which meet regulations defined in this section.

• In the event of air travel tickets or regular services unaccompanied by services relating to this travel, the seller is to provide to the purchaser one or more passenger tickets for the whole journey, issued by the transporter or under its liability. In the case of travel on demand, the name and address of the transporter on behalf of whom the tickets have been issued are to be mentioned.

• Separate invoicing of the various items in one single tourist package does not release the seller from its obligations under legislative provisions in this section.

Article R211-4 - Prior to signature of contract, the seller is to provide all information to the consumer relating to prices, dates and other items constituting the services supplied for the travel or stay such as:

- 1- The destination, the method, the characteristics and the categories of travel used;
- 2- The type of accommodation, its situation, its level of comfort and principal characteristics, its standard and tourist classification corresponding to legislation or to practices within the host country;
- 3- The meals services offered;
- 4- A description of the itinerary where this relates to a tour;
- 5- The administrative and health formalities to be completed by nationals or foreign nationals from a member country of the European Union or a country which is party to the European Economic Area agreement in the event, in particular, of crossing borders and their time limits for completion.
- 6- Visits, excursions and other services included in the package or which may be available at an additional cost;
- 7- The minimum and maximum size of group enabling the travel or stay to take place and, where carrying out the travel or stay is subject to a minimum number of participants, the latest date for informing the consumer in the event of cancellation of the travel or stay; this date may not be set less than twenty-one days before departure;

8- The total or the percentage of the price to be paid on account and upon signature of contract and the timetable for paying the balance;

9- The arrangements for reviewing prices as provided for by the contract in application of Article R.211-8;

10 - The contractual conditions of cancellation;

11 - The cancellation conditions set out in Articles R.211-9, R.211-10 and R.211-11;

12 - Information relating to optional subscription to any insurance policy covering the consequences of cancellation or any assistance policy covering special risks, in particular repatriation costs in the event of accident or sickness.

13 - Where the policy includes air travel services, information relating to each leg, provided for under Articles R.211-15 to R.211-18.

Article R211-5 - Prior information provided to consumers commits the seller unless, in this, the seller expressly reserves the right to change content. The seller shall in this case clearly state how this change might occur and relating to which items.

At all events, changes made to prior information are to be communicated in writing to the consumer before signature of contract.

Article R211-6 - The contract entered into between the seller and the purchaser is to be in writing, drawn up in two copies with one to be provided to the purchaser and signed by both parties. Where the contract is completed electronically, Articles 1369-1 to 1369-11 of the French Civil Code will apply. The contract is to include the following clauses:

1- The name and address of the seller, its guarantor and its insurer as well as the name and address of the organiser;

2- The travel destination(s) and in the event of split stays, the various periods and their dates;

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

4- The type of accommodation, its situation, its level of comfort and principal characteristics, its tourist classification corresponding to legislation or to practices within the host country;

5- The meals services offered;

6- A description of the itinerary where it relates to a tour;

7- Visits, excursions and other services included in the total cost of the travel or stay;

8- The total price of services invoiced and a statement of any review that may be made to this invoicing under the provisions of Article R.211-8;

9- An indication, where appropriate, of fees or taxes relating to services such as landing charges, disembarkation and embarkation at ports and airports, hotel taxes where these are not included in the price of the service(s) supplied;

10- The timetable and arrangements for paying the price; at all events, the last payment to be made by the purchaser may not be less than 30% of the total price of the travel or stay and is to be made at the time of handing over documents enabling the travel or stay to be carried out;

11- The special conditions required by the purchaser and accepted by the seller;

12- The arrangements by which the purchaser may apply to the seller for any claim for non-execution or poor execution of the contract, which is to be sent as soon as possible, by any means enabling an acknowledgement of receipt to be obtained from the seller and, as appropriate, notified in writing to the travel organiser and to the provider of the services in question;

13- The last date for informing the purchaser in the event of cancelling the travel or stay by the seller where carrying out the travel or stay depends on a minimum number of participants in compliance with the provisions of paragraph 7 of Article R.211-4.

14 - The contractual conditions of cancellation;

15 - The cancellation conditions set out in Articles R.211-9, R.211-10 and R.211-11;

16- Specifications relating to risks covered and total cover under insurance policies covering the seller's third-party professional liability;

17- Instructions relating to the insurance policy covering the consequences of cancellation taken out by the purchaser (insurer's policy number and name), as well as those relating to the assistance policy covering special risks and in particular the costs of repatriation in the event of accident or sickness; in this case, the seller is to provide to the purchaser a document setting out, as a minimum, the risks covered and the risks excluded;

18- The last date for informing the seller in the event of the assignment of the contract by the purchaser;

19- An undertaking to supply, in writing to the purchaser, at least ten days before the departure date, the following information:

a) the name, address and telephone number of the seller's local representative or failing this the names, addresses and telephone numbers of local organisations able to help the consumer in the event of difficulty or, failing this, a telephone number enabling emergency contact with the seller;

b) for travel and stay by minors abroad, a telephone number and address enabling contact to be established directly with the child or the person responsible at their place of stay.

20 - A clause relating to termination and repayment without penalties of sums paid by the purchaser in the event of non-compliance with the obligation to provide information provided for in the 13th paragraph of Article R.211-4.

21 - An undertaking to supply the times of departure and arrival to the purchaser, in good time before the start of the travel or stay,

Article R211-7 - The purchaser may assign the contract to an assignee who is to fulfil the same conditions as them to carry out the travel or stay, as long as this contract has not come into effect.

In the absence of a more favourable provision for the assignor, they will be bound to inform the seller of their decision by any means which enables an acknowledgement of receipt at the latest seven days before the start of travel. Where it relates to a cruise, this time limit is increased to fifteen days. This assignment is not, in any event, subject to prior authorisation by the seller.

Article R211-8 - Where the contract includes the express right to review prices, within the limits provided for in Article L.211-12, it is to set out the precise methods for calculation, whether up or down, of variations in price and in particular the total related costs of travel and taxes and the currencies which might have an effect on the price of the travel or stay, that part of the price to which any variance may apply, the market rate used as reference in establishing the price set out in the contract.

Article R211-9 - Where, before the purchaser departs, the seller is forced to make changes to any of the essential items in the contract such as a significant increase in prices, and where it breaches its obligation to provide information as set out in paragraph 13 of Article R211-4, the purchaser may, without prejudice to recourse to compensation for damage and loss which may be suffered, and after having informed the seller by any means enabling an acknowledgement of receipt to be obtained:

- either terminate the contract and obtain immediate repayment of all sums paid without penalty;

- or accept the changes or the substitute travel proposed by the seller; an amendment to the contract setting out the changes made is then signed by the parties; any decrease in the price will be deducted from any sums which may remain outstanding by the purchaser and where the payment already made by the latter exceeds the price of the changed service, the surplus is to be refunded to them before the date of departure.

Article R211-10 - In the case provided for in Article L.211-14, where before the purchaser's departure the seller cancels the travel or stay, they are to inform the purchaser by any means enabling an acknowledgement of receipt to be obtained. The purchaser, without prejudice to any recourse for compensation for damage or loss which may have been suffered, shall obtain from the seller immediate repayment without penalty of sums paid; the purchaser is to receive, in this case, compensation which is at least equal to the penalty which they would have borne if the cancellation had been made by them at that date.

The provisions of this Article will not in any event prevent entering into an amicable agreement for the purpose of acceptance, by the purchaser, of travel or stay in substitution offered by the seller.

Article R211-11 - Where, after the purchaser's departure, the seller finds it impossible to supply a large part of the services provided for in the contract representing a material percentage of the price honoured by the purchaser, the seller shall immediately take the following provisions without prejudice to recourse for compensation for damage and loss which may have been suffered:

- either offer replacement services for the services provided for whilst bearing any additional price and, where services accepted by the purchaser are of a lower quality, the seller shall repay them any difference in price upon their return;

- or, if they cannot offer a replacement service or where they are refused by the purchaser on valid grounds, supply to the purchaser, without additional price, travel tickets to ensure their return under conditions which may be deemed equivalent to the place of departure or to any other place accepted by the two parties.

The provisions in this article apply in the event of non-compliance with the obligation provided for under paragraph 13 of Article R.211-4.

In compliance with legislation in force and more particularly Articles L.211-1 V and L.211-18 II (a) of the French Tourism Code relating to the protection of consumers, QUADRATURE TRAVEL holds a financial guarantee supplied by BNP PARIBAS. This financial guarantee covers the repayment of funds received by the Travel Agency for undertakings contracted for with respect to its customers and, as appropriate, the payment of repatriation costs for travellers in the event of inability to make payments as they become due resulting from the Travel Agency going into receivership (a tourist package or one of the services set out in Article L.211-1 of the French Tourism Code which does not solely relate to travel), where reservation of this stay was made by the purchaser.

SPECIAL CONDITIONS

Clause 1. ADMINISTRATIVE AND HEALTH INFORMATION 1.1 Formalities

For non-French nationals, the customer is responsible to verify with the authorities concerned (Consulate, Embassy, etc.), taking account of their nationality, the various police, customs and health formalities for their travel, including

stopovers and transit and comply with them. We would invite them to consult the www.diplomatie.gouv.fr website. Where customers and/or persons registered by them are refused embarkation or access to the destination country because of failure to satisfy police, health or customs formalities, QUADRATURE TRAVEL will not, in any event, be liable or reimburse tickets or any costs whatsoever. The customer will alone bear all penalties and/or fines which may result from non-compliance with police, health or customs regulations and consequences arising. Completion of formalities is the customer's responsibility in all events. The costs of delivering passports, visas and other travel documents (tickets or payments for tickets) will not, in any case, be reimbursed.

At all events, we recommend to the customer, whatever their nationality, to regularly consult all information relating to their destination country on the <http://www.diplomatie.gouv.fr/conseils-aux-voyageurs/dernieres-minutes> website for latest recommendations from the French Ministry of Foreign Affairs.

1.2 Health Risks

It is the customer's responsibility to verify with authorities in question what the possible health risks may be in the destination country and in the stopover and transit countries during their travel and recommendations issued by authorities in relation to complying with the latter.

For all information relating to health risks, it is recommended that regular consultation be made of the following websites:

• French Ministry of Foreign Affairs:

www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs and particularly under the subheading « *risque pays* » (country risks) and « *santé* » (health).

• French Ministry of Health: www.sante-sports.gouv.fr

• Institute of Health Monitoring: www.invs.sante.fr

• The World Health Organisation (WHO): www.who.int

Additionally, because of the risk of introducing illnesses into the European Union (EU), the importation of personal packages of non-commercial products originating from animals within the EU is subject to strict procedures under European Regulations dated 5 March 2009.

Clause 2. AIR TRANSPORT SERVICES

2.1 Liability:

QUADRATURE TRAVEL will not be liable for French or foreign carriers transporting or transferring passengers and baggage. At no event will QUADRATURE TRAVEL be liable because of events of force majeure, for the actions of foreign third parties in the supply of provided services or poor execution for circumstances which are attributable to the customer.

It is here stated that in relation to IATA air travel and in compliance with IATA, QUADRATURE TRAVEL acts as representative for the air company, which alone is liable for execution of the travel.

In relation to regular or chartered non-IATA flights (and in particular low-cost), QUADRATURE TRAVEL acts upon request by and on behalf of the CUSTOMER for whom it is the representative, travel being the sole liability of the air company. In the same way, rail and shipping companies are alone liable for execution of travel services.

At all events, air company liability as well as that of their representatives, agents and employees is limited in the event of damage or loss, complaint or claim strictly to the passenger's air travel and baggage as set out on the air ticket, which is the sole contract between the company and passenger.

The consequences of accidents or incidents that may occur during the execution of air travel are governed by the provisions of the Montréal Convention dated 28 May 1999 or the Warsaw Convention as amended dated 12 October 1929 or local Regulations governing travel under the legislation of the country in question.

The customer's attention is drawn to the need to allow a sufficient length of time, given possible delays in the event of ordering travel comprising correspondence or transit, in particular where the latter includes a change of airport. We recommend that customers provide for a minimum connection time of four hours.

2.2 Baggage:

QUADRATURE TRAVEL will not be liable for any refusal of embarkation or confiscation of any object which is deemed to be dangerous by the company or airport authorities.

It is the customer's responsibility to inform themselves from the air company by which they are travelling of the policies in relation to non-authorized articles in baggage and at all events to carefully read the travel contract conditions which are set out on the back of the air ticket.

QUADRATURE TRAVEL will not be liable in the event of refusal by the company to embark baggage.

QUADRATURE TRAVEL will not be liable for any cost whatsoever where a passenger is refused embarkation of their baggage.

2.3 Over-booking:

European Regulation n°261/2004 dated 11 February 2004 enables, in the event of a delay of over two hours, cancellation or overbooking of your flight, to obtain from the air travel provider, cover, repayment and/or compensation, whether your flight is regular, charter, "flight only" or included in a package. We would invite you to consult notices in the embarkation area informing you of your rights in this respect. In the event of claim, notification of your rights to compensation will be sent by the air company.

QUADRATURE TRAVEL will not in any event be liable for overbooking.

2.4 Check-in:

Generally, passengers are to present themselves at the airport check-in three hours before take-off. It is the customer's responsibility to verify with the air company the latest time for check-in beyond which passenger check-in is no longer accepted.

QUADRATURE TRAVEL will not be liable for and will not bear the cost of any expenses whatsoever or repay any unused ticket where a passenger is refused check-in after the last time for check-in.

2.5 Carrier identity:

In the case of commercial agreements between regular air companies known as "code share", it is possible that customers travel wholly or in part with another air company than that specified on the air ticket without any right arising for any price adjustment and/or compensation.

QUADRATURE TRAVEL will not be liable for these changes.

2.6 Loss or theft of tickets:

Where you are the victim of loss or theft of your ticket at the time of travel, you are to make a specific declaration to the police and the air company and ensure your return at your own cost by purchasing another ticket from the issuing company. You will bear all of the consequences arising from this loss or theft of a ticket.

2.7 Security Measures:

Given the security measures taken by a number of States and/or air companies relating to air travel, we recommend that you inform yourself in advance with the air company in question.

Clause 3. ACCOMMODATION

3.1 Duration of stay:

Prices are calculated based on the number of bed nights and not by days. By bed nights is to be understood the period over which rooms are made available. This varies from 2 pm to 6 pm on the day of arrival up until 12 noon the next day.

3.2 Rooms:

Rooms are available from between 2 pm and 6 pm on the day of arrival and are to be left before 12 noon on the day of departure.

Clause 5. PACKAGES

5.1 Duration of travel:

Prices are calculated based on the number of bed nights and not by days. By bed nights is to be understood the period over which rooms are made available. This varies from 2 pm to 6 pm on the day of arrival up until 12 noon the next day.

Where, because of travel timetables, the first and/or last bed night are shortened or extended, no repayment or compensation will be granted.

The number of days stated includes travel days.

5.2 Classification:

The information relating to the standard of comfort attributed to hotels set out in the description and their classification correspond with local regulations and/or practices in the host country, which may be different from French standards.

5.3 Changes to hotels, changing hotels:

It might be the case that a partner, for many reasons, may need to change the hotels provided without this constituting any amendment to an essential element of the travel. In so far as possible, the customer will be advised in advance and will be supplied with services in the same category or a higher category than that chosen originally; in this latter case, no compensation may be claimed by the customer.

Clause 6. RAIL TRANSPORT SERVICES

Conditions applicable for supplying and execution:

Rail Travel Services will be exclusively supplied by the rail carrier at its sole liability.

The conditions for executing the travel will be governed by the rail carrier Specific Conditions which generally comprise the general conditions and specific conditions.

It is solely the customer's liability to comply with rail travel instructions.

In particular, customers are reminded that it is mandatory that train tickets and discount coupons are registered at the ticket machine before entering a train.

Clause 7. Contract

The estimate or order, which is completed by these General Sales Conditions, constitutes a contract offer for which the Customer or their possible representative expressly declares they have the power, authority and capacity necessary to enter into and execute the obligations arising. The contract is made and the two parties bound upon receipt by the Company of the estimate or order, duly dated and signed by the Customer, with the Customer's stamp and the word "Agreed".

The Customer and the Company expressly agree that simply sending an estimate or order in compliance with paragraph 2 of this Clause will be valid as their acceptance of the terms of the contract and in particular these General Sales Conditions which have been provided to them.

Clause 8. Prices

Prices for services sold are those in force at the date the estimate is sent to the Customer. They are stated in Euros.

Prices are guaranteed throughout the term of validity of the estimate, being 30 days from the date of their being sent. After this time limit the rates shown are liable to change.

Clause 9. Arrangement for payment in settlement

Payment in settlement for services is to be exclusively in Euros, either by cheque to the account of Quadrature Santé, or by bank transfer to the bank references set out on the invoice.

Payment in settlement of services is set out on the estimate sent to the customer.

Clause 10. Payment time limits

In the absence of provision to the contrary in the contract, invoices are payable immediately upon receipt by the Customer. In the event of dispute of any part of the invoice, the Customer undertakes to pay those parts which are not disputed immediately and to state the grounds of dispute within 5 working days by registered letter with acknowledgement of receipt sent to the Company. Where no claim is made, late payment penalties will apply to outstanding sums in compliance with Clause 9 of these Conditions.

Clause 11. INSURANCE - No insurance is included in services offered by QUADRATURE TRAVEL.

We would advise you to take out a multi-risk insurance policy covering the consequences of cancellation and change to travel, as well as assistance covering special risks, in particular repatriation costs in the event of accident or sickness, and covering baggage. It is essential that insurance is taken out at the time of ordering travel.

Clause 12. PROVIDING PROOF - The parties expressly agree that in the absence of clear error by the Partners or by QUADRATURE TRAVEL for which customers are able to provide proof, data kept in the QUADRATURE TRAVEL communications system and/or that of its Partners has evidential value in relation to orders made by the customer.

Information on computer or electronic media constitutes valid proof and thus as such are admissible, valid and binding under the same conditions and with the same evidential value as any document which may be drawn up, received or kept in writing.

Clause 13. SUNDRY PROVISIONS - The fact that QUADRATURE TRAVEL does not prevail at any time of any of the provisions of these sales conditions may not be interpreted as meaning a waiver to later invoke any whatsoever of these provisions.

Where any provision in these sales conditions is declared to be null and void or ineffective, this provision will be deemed not to have existed without it affecting the validity of the other provisions, except where the provision which is declared null and void or ineffective is essential and decisive.

Clause 14. UNFORESEEN CIRCUMSTANCES - FORCE MAJEURE - QUADRATURE TRAVEL will not be liable for cases of unforeseen circumstances or events of force majeure (in particular strikes, bad weather, natural disasters, interruption to means of communication etc., as defined by the French Civil Code and by French case law) by third parties or by fault of the customer (presentation after the required time, non-compliance with administrative, customs and health formalities, non-presentation at embarkation etc.)

The customer shall bear all of the financial consequences resulting from the occurrence of an event of force majeure affecting the execution of QUADRATURE TRAVEL obligations.

Clause 15. Courts having jurisdiction/Applicable law

For all disputes relating to sales made by the Company and for the application or interpretation of these General Sales Conditions, and in the absence of amicable settlement, the Nanterre Commercial Court alone will have competence. French law alone is applicable.