

TERMS OF SALES

Andarela-Travel, SAS with share capital of €40,000, head office 1104 route de Lyon 38540 Valencin France - RCS Vienne 884 926 627 - IM 038200009 - APST member - RCP insurance: Compagnie Generali France.

1. PURPOSE AND SCOPE OF THE GENERAL CONDITIONS OF SALE

These general terms and conditions of sale apply to relations between YouFrance by ANDARELA-TRAVEL (hereafter "Andarela-Travel") and its Customers (hereafter "the Customer") within the framework of the Services described below (hereafter - after "the Services").

The services offered by Andarela-Travel are the following:

- Organization of congresses and company conventions
- Organization of activities or incentive trips (incentives, team building)
- Organization of seminars and business meetings
- Organization of business or leisure trips
- Organization of all event projects for companies in order to promote their image.

In all these cases, Andarela-Travel can cover, according to the Customer's choice:

- the design, management and/or implementation of the desired Service (transport, accommodation, leisure program, catering, reservation of infrastructure, etc.)
 - the search, selection and/or coordination of all service providers who may intervene for this Service
 - logistics (transfers, management of arrivals and departures, on-site assistance, etc.)
 - communication on all media in relation to these events
 - the purchase or rental of equipment, accessories, decorative objects and any other furniture element necessary for the organization of these events
- The general conditions of sale apply automatically, in the absence of contrary or different written stipulations agreed between the parties. Any order for Services implies full, complete and unreserved acceptance of these conditions. Any contrary conditions that may be stipulated by the Customer in its own general conditions of purchase, in its order forms, or commercial documents will be deemed unwritten and unenforceable against Andarela-Travel.

For the purposes of these general conditions of sale, the term "Client" refers to the legal person (agency, company, association, works council, etc.) which acquires the Services by contracting with Andarela-Travel and "Participant" to the persons who will benefit from said Services.

2. TERMS OF CONCLUDING THE CONTRACT

The estimate is a commercial proposal which does not have the value of an option and is communicated to the Customer subject to availability at the time of the formation of the contract.

Unless otherwise specified, the quote is valid for one calendar month from its date of issue.

Acceptance of the estimate by the Customer forms the contract and definitively binds the latter under the conditions described below.

Each time the Customer requests changes, Andarela-Travel will issue a new quote.

The quote consists of the following elements: the YouFrance by Andarela-Travel letterhead document (hereafter "the Document"), the General Conditions of Sale and the program precisely describing the content of the Services (hereafter "the Program").

Acceptance of the quote entails full, complete and unreserved acceptance of the General Terms and Conditions of Sale and the Program.

The acceptance of the estimate will be formalized by the delivery to Andarela-Travel of the Document dated and signed by the Customer and by the payment of the deposit. Unless otherwise provided, the delivery to Andarela-Travel of the Document dated and signed but not accompanied by the payment of the deposit will not constitute acceptance of the quote. On the contrary, the payment of the deposit will be worth acceptance of the estimate, even if the Document is not returned dated and signed. In this last hypothesis, the Service will be carried out with regard to the only elements that Andarela-Travel has in its possession.

Acceptance of the quote will not result in the issuance of an order confirmation or a contract, unless expressly requested by the Customer.

3. FINANCIAL CONDITIONS

3.1.1.1. General

The prices are established from the elements and information provided by the Customer. They are assessed according to the mission to be carried out and the constraints associated with it.

They include everything that is expressly mentioned in the estimate.

Unless otherwise specified, prices are valid for one month from the date of issue of the quote.

3.2. Price

The prices mentioned on the quote are in euros and include all taxes.

Are not included in the prices as fixed in the quote:

- all extraordinary costs, incurred by Andarela-Travel during the mission, not initially planned and necessary for the successful completion of the project
- the cost of any additional and/or unforeseen Service requested by the Client during the mission.

If the Client or the Participants do not respect the timetables and the Schedule of Services, all additional costs incurred lant will be the responsibility of the Customer.

Finally, the price of the Services may vary if the number of Participants scheduled on the day the quote is signed is not the same at the time the Services are performed.

3.3. Terms of Payment

Unless otherwise specified, payment for the Services offered by Andarela-Travel is made as follows:

- payment of a 30% deposit upon confirmation of the quote
 - payment of the balance 30 days before the performance of the Service
- If the confirmation of the quote occurs less than 30 days before the date of performance of the Service, the Customer must pay the full price.

Unless otherwise specified, invoices are payable upon receipt by bank transfer.

Any delay in payment automatically entails the payment of penalties, as defined in Article L. 441-6 of the Commercial Code, without prejudice to compensation, under the conditions of common law, for any other damage resulting from this late.

The total or partial non-payment of an invoice on a single due date entails, without formality, the forfeiture of the term resulting in the immediate payment of payment, without prior formal notice, of all sums due, even at term, on the date of this breach and authorizes Andarela-Travel to demand cash payment before the execution of any new operation.

Finally, failure to meet the payment deadlines will authorize Andarela-Travel to cancel the contract and collect the costs of article 6.

3.4. Price-revision

Andarela-Travel reserves the right to modify its prices at any time. They will be applicable to any new quote or any amendment to the contract issued after the date of the price change.

However, the price of the Services, once the estimate has been accepted and the contract formed, may be revised by Andarela-Travel in the event of significant variations in the company's expenses, which are due to conditions outside the latter, such as the price fuel or the creation or increase of a tax, and which Andarela-Travel justifies by all means.

4. PERFORMANCE OF THE SERVICE

4.1.1.1. By Andarela-Travel

The Service to be performed includes everything that is explicitly listed on the estimate and the Program, which are established from the elements and information provided by the Client.

Andarela-Travel will carry out its mission in strict compliance with the estimate accepted by the Customer, the rules of the art with all the skill and professionalism required in its sector of activity.

It will implement the appropriate and necessary human and technical resources, formulate all remarks, comments and/or suggestions to improve the effectiveness of its mission.

Andarela-Travel remains the sole judge of the various means that it is up to it to implement to achieve its mission.

4.2. By the customer

The Customer undertakes to provide Andarela-Travel, without exception, with all the documents and information necessary for the accomplishment of the mission. Thus, the Service will only begin when Andarela-Travel is in possession of all the documents and information necessary for the exercise of its mission. Any delay due to the Customer, in particular as a result of a lack of collaboration, late transmission of documents, delivery of incomplete or erroneous documents, will authorize Andarela-Travel to cancel the contract and to collect the costs of article 6.

In general, the Customer will make every effort to facilitate the organization of the Service by Andarela-Travel. It undertakes to respond to all reasonable additional requests, to facilitate the consultation of all useful information and documents and to cooperate in good faith so that Andarela-Travel can perform the Services under the best possible conditions.

The Customer undertakes not to intervene directly, before, during and after the Service, with suppliers, subcontractors, staff and collaborators of Andarela-Travel.

5. MODIFICATION OF THE SERVICE

5.1. Due to the Customer

Any new instruction or request from the Customer aimed at modifying the initial conditions for the performance of the Services, before their performance or during performance, must be confirmed immediately to Andarela-Travel in writing.

Andarela-Travel is not bound to accept these new instructions. He must immediately notify the Client.

Any modification to the contract may lead to a readjustment of the agreed price, which the Customer already accepts.

5.2. By Andarela-Travel

The Services are developed with the greatest care. However, the occurrence of new elements occurring between the preparation of the estimate and its execution may lead Andarela-Travel to make changes in order to guarantee the Customer the best possible service. If necessary, Andarela-Travel expressly reserves the right:

- to modify the routes, the schedules or the order of the Services
- to substitute one means of transport for another
- to replace a hotel / restaurant with an equivalent establishment

In general, all these modifications are binding on the Customer.

During the performance of the Services, in the event of unforeseen events (official trips, cultural or political events, breakdown, accident, delay, etc.), Andarela-Travel will do its utmost to avoid disruptions in the progress or content of the Service and to comply with them. If Andarela-Travel is led to modify them, the Customer may only claim, as compensation, reimbursement of the paid services initially planned, of which he would have been deprived and which would not have been replaced.

6. CANCELLATION

When, before the start of performance of the Service, the Client cancels the contract, he must inform Andarela-Travel in writing.

To guarantee the proper performance of its Services, Andarela-Travel is required to incur costs from its suppliers. In the event of cancellation, Andarela-Travel is therefore obliged to apply penalties to the Client or to the Participant, depending on the case.

The deadlines mentioned below are counted in calendar days. Special conditions applied by hotels or other service providers may prevail over the terms below.

6.1. Total cancellation of the group

In the event of a total cancellation, the fees withheld which are applied to the Customer are calculated as follows, unless otherwise stated in the quote: More than 60 days from departure: the deposit paid, i.e. 30% of the total amount

· From 59 to 31 days of departure: 40% of the total amount

· From 30 to 21 days of departure: 75% of the total amount

From 20 to 11 day of departure: 90% of the total amount

· From 10 to the day of departure: 100% of the total amount

6.2. Individual partial cancellation

When the Customer cancels one or more Participants, without this resulting in the total cancellation of the Service, the retained fees applied to it are calculated as follows, unless otherwise stated in the quote.

In any event, the price of the Service may be revised, for Participants registered for the Service, if the number of partial cancellations leads to a change in the pricing bracket.

Individual cancellation conditions will be applied up to a maximum of 25% of the total number of registrants according to the scale below. Beyond 25% the cancellation fees applied per person will be 30% of the amount of the package.

- more than 31 days from departure: 50 euros fee per person refundable under any circumstances

- 30 to 21 days before departure: 25% of the package excluding taxes and insurance

- 20 to 8 days before departure: 50% of the package excluding taxes and insurance

- 7 to 2 days before departure: 75% of the package excluding taxes and insurance

- less than 2 days before departure: 100% of the package excluding taxes and insurance

- "no show": if on the day of departure, the traveler does not show up for boarding at the times and places indicated on the summons, if he cannot board because he is not in compliance with the police formalities, this cancellation does not give rise to any refund (apart from airport taxes, if applicable).

- interruption during the trip: no refund

At the latest, 30 days before departure, the expected number of Travelers must be communicated to Andarela-Travel.

15 days before departure and until the day of departure, any resolution will result in full payment of the file.

6.3. Consequences of a total or partial cancellation

In the event of cancellation, according to the hypothesis described above, and after application of the cancellation costs and the administration costs, any sums due to the Customer by Andarela-Travel will be reimbursed as soon as possible.

Any Service interrupted or shortened by the Client or a Participant, for whatever reason, will not give rise to any refund. The same applies when the Customer or a Participant does not show up at the start of the meeting place listed in the Programme.

7. LIABILITY

7.1. From Andarela-Travel

For the performance of the due diligence and Services provided for in the estimate, Andarela-Travel undertakes to provide its best care, in accordance with the rules of the art. This obligation is, by express agreement, only a pure obligation of means.

The Customer may only seek Andarela-Travel's liability by proving faulty behavior, it being understood that this liability is expressly limited to foreseeable and direct damage.

Similarly, Andarela-Travel cannot be held liable (i) in the event of direct or indirect damage related to the intervention of one or more service providers, who are solely responsible to the Customer, in the execution of the Services of the estimate and (ii) in the event of damage suffered by the Client resulting from a breach by the latter of his obligations.

Finally, the Customer agrees that, whatever the basis of his claim, and the procedure followed to implement it, the possible liability of Andarela-Travel due to the execution of the obligations provided for in the estimate, will be limited to an amount not exceeding not the total sum actually paid by the Customer, for the services or tasks in question provided by Andarela-Travel. The action for damages brought by the Customer against Andarela-Travel must be initiated within 15 days of the damaging event.

7.2. Client

The Client is liable for any direct or indirect damage that he or the Participants may cause during the Service.

Andarela-Travel declines all responsibility for any damage (theft, loss, damage, etc.) affecting property (personal effects, equipment, etc.) brought by the Customer or belonging to the Participants, regardless of where said property is located during the trip. execution of the Service.

Andarela-Travel is not responsible for objects, papers and values left inside the coaches (goods left in the cabin) or forgotten in hotels, restaurants or places of visit. The same applies in the event of theft or loss. Andarela-Travel will not be required to search for and return said objects to Participants.

8. INSURANCE

8.1. At the expense of Andarela-Travel

Andarela-Travel has taken out professional liability insurance with Generali France (policy no. AS930559). This insurance covers bodily injury and immaterial damage that could be caused to the Participant as a result of the deficiency or failure of the Andarela-Travel services. This guarantee is acquired up to:

- All damages combined: EUR 2,000,000 per year of insurance - including immaterial damage: EUR 1,000,000 per year of insurance - including loss, theft or damage to luggage: EUR 32,000 per year of insurance

8.2. On client fee

The Customer has the obligation, as general and main organizer of the event, to hold valid civil liability or professional civil liability insurance.

It is also the Customer's responsibility to take out any insurance (i) assistance / repatriation of the Participants and (ii) for all material and immaterial consequences of the cancellation of the Services, both on his behalf and on behalf of Andarela-Travel.

9. SUBCONTRACTING

Andarela-Travel may freely use subcontractors, without having to inform the Customer beforehand, or to seek his agreement.

10. FORCE MAJEURE

Andarela-Travel will not be responsible for the non-performance of its obligations in the event of the occurrence of a case of force majeure, defined as any unforeseeable, irresistible and external event, making it impossible to perform the contract (eg strike, civil war or foreign, popular movements, political instability, riot, act of terrorism, violation of the free movement of goods and people, bad weather, damage to the health or safety of Participants).

11. EARLY TERMINATION

In the event of non-compliance by the Customer with any of its obligations under the contract, 15 calendar days after receipt of a registered letter with acknowledgment of receipt serving as formal notice to perform has remained without effect, Andarela-Travel may automatically terminate the contract by registered letter with acknowledgment of receipt without the need to complete any legal formality and this, without prejudice to any action for damages.

In the event that a default in payment or late payment by the Customer of any of the sums invoiced under the contract is observed twice during the same calendar year, the contract may be terminated automatically by Andarela-Travel after sending a registered letter with acknowledgment of receipt which has remained ineffective for 15 days without the need to complete any legal formality and this, without prejudice to any action for damages.

The contract may also be terminated by Andarela-Travel in the event that any legislative, regulatory or judicial modification relating to its activity would compromise the maintenance of the contract under normal conditions, without the Customer being able to claim any compensation, which the latter expressly accepts, it being understood that he must in any case pay Andarela-Travel the Services concerned carried out up to the effective date of termination hereof.

12. APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION

The present contract is regulated by French law.

Any dispute arising from the execution or termination of this contract will be subject to the sole jurisdiction of the courts of Lyon. This clause applies even in the event of summary proceedings, incidental claims or multiple defendants and regardless of the mode and terms of payment.