



TERMS AND CONDITIONS OF SALE

Exception Voyage

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Travel Agency IM972120009 - Financial Guarantee certified by the APST (French National Agency for Tourism)

RCS FdF 510.435.423

CAPITAL 30 000 €

Our terms and conditions of sale may change. To avoid any dispute, we invite you to download and save our terms and conditions of sales in pdf format at the time of the purchase of your travel package:

This document is translated from the conditions of sale written in French only for information. Only the conditions of sale in French have a legal value

Exception Voyage's Terms and Conditions of Sales

These conditions of sale apply to any travel order (hereinafter referred to as "the Order") placed by a client, professional or non-travel professional, (hereinafter referred to as "the Client") with Exception Voyage.

The Client acknowledges having read the Special Conditions of Sale (I) and the General Conditions of Sale (II), governed by the French Tourism Code, in particular articles R.211-3 to R.211-11.

I- SPECIFIC CONDITIONS OF SALE

- 1- Client commitments
- 2- Price/Payment
- 3- Cancellation / Modification at the initiative of the Client
- 4- Cancellation/Modification at the initiative of Exception Voyage
- 5- Air transport
- 6- Accommodation and stay
- 7- Number of participant
- 8- Insurance
- 9- Formalities
- 10-Complaints
- 11-Major Force
- 12-Civil liability
- 13-Computing and Liberties
- 14-Applicable law
- 15-Final provisions

1-CLIENT COMMITMENTS:

1.1 The client guarantees the truthfulness and accuracy of the information provided by him in his name and on behalf of all the beneficiaries of the services ordered on the site and of which he is the representative, to whom these General Conditions of Sale are opposable in their entirety

The responsibility of Exception Voyage cannot be sought in any way if the information transmitted by the Client at the time of his order (name, postal address, email, telephone, etc.) is false or erroneous. It is the client's responsibility to check with each order that the passenger information is correct and, if necessary, to modify it.

1.2 The client acknowledges having been informed and having accepted the fact that the travel offers are governed by these conditions of sale, governed by the French Tourism Code, in particular articles R.211-3 to R.211-11.

1.3 The client acknowledges having the capacity to contract under the conditions described in the Conditions of Sale presented below, i.e. being of legal majority and not being under guardianship or curatorship. These conditions are an integral part of the sales contract. Their text can also be obtained on simple request addressed to the head office of the company.

1.4 The Client acknowledges having read these Conditions of Sale in their entirety, the specific conditions to certain services, as well as all the terms of the proposal before placing their Order. Therefore, any reservation request entails the Client's full acceptance of the Exception Voyage Conditions of Sale.



1.5 A reservation request will be processed by Exception Voyage after receipt of:

- The purchase order duly validated by the Client, and
- A means of payment.

These conditions are cumulative.

2- PRICE/PAYMENT:

2.1 Price

2.1.1 Prices may be displayed in local currency for information only. All contractual prices are displayed in Euros. They must be verified at the time of booking request. VAT is always included. In accordance with the VAT regime on the margin of travel agents, our invoices do not mention the VAT collected on the services sold.

2.1.2 Only the services explicitly mentioned in the trip descriptions are included in the price.

Unless otherwise stipulated in a travel description, the following services are not included in the price:

- Any service prior to check-in on departure, or after customs clearance on return;
- Personal expenses (tips, telephone, various deposits, other);
- Vaccination and visa fees;
- The insurance
- Optional excursions as well as any service not included in the description of the trip;
- Excess baggage;
- Cleaning during the stay or at the end of the stay ;
- Meals ;
- Drinks during meals when meals are provided for in the contract

2.1.3 In addition to the airport and/or local taxes directly collected during the Order, additional local taxes (tourist tax, tourist card, residence visa, etc.) may be imposed by the local authorities of certain destinations and are payable locally in local currency or sometimes in US dollars.

2.1.4 The price of trips varies in particular according to the date of reservation by the Client, the period of execution of the trip, the number of participants or the airline company. Our prices are contractual rates. After the validation of the order by the Client, no dispute concerning the price of the trip can be taken into consideration, the latter assessing before his purchase if the price suits him, accepting for tourist packages the fact that it acts as a fixed price



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2.2 Price revision

In accordance with article L.211-12 of the French Tourism Code, Exception Voyage reserves the right to modify between the day of registration and up to 30 days before departure, the prices upwards or downwards to take into account significant variations:

- a) fees and taxes relating to the services offered, such as landing, embarkation and/or disembarkation taxes at ports and airports;
- b) the exchange rates applied to the trip or stay in question (the reference rate is that of the US dollar against the euro recorded on the date of booking);
- c) the cost of transport, linked in particular to the cost of fuel expressed in US dollars. Its variation is then passed on in proportion to their share in the calculation of the price of the reserved trip. (The benchmark index is the Jet Kerosene Cargoes Cif NWE with a price recorded on the date of booking)

A price revision cannot take place less than 30 days before departure.

In the event of a significant price increase, estimated by Exception Voyage at more than 10% of the total price of the trip, the Client may cancel his Order free of charge provided that he notifies it in writing within 72 hours of the price change communicated by Exception Voyage. Failing this, cancellation fees as provided for below are invoiced to the Client.

2.3 Terms of payment

2.3.1 Exception Voyage reserves the right to demand full payment when booking.

2.3.2 Exception Voyage reserves the right to come back to the Client at any time after the order, whether it is cleared or not, for requests for additional information and/or supporting documents related to the payment of the order (copy of the credit card used, copy of the bearer's identity document, etc.).

2.3.3 Exception Voyage prohibits the purchase of services by a minor. Exception Voyage cannot be held responsible in the event that, despite this prohibition, a minor orders a service.

2.3.4 The Client guarantees that he is fully authorized to use the payment card used and that the latter gives access to sufficient funds to cover all the costs necessary to pay for the order. The commitment to pay given by means of a payment card is irrevocable. Payment can only be stopped in the event of loss, theft or fraudulent use of the card. Apart from these cases, which are strictly accepted by the legislator, the cardholder is guilty of bank card fraud. The right of opposition to payment cannot in particular be used to compensate for the absence of a right of withdrawal, Exception Voyage reserving the right in this case to proceed with all recovery measures and, if necessary, to seize the competent courts.



2.3.5 Any bank transfer issued from a bank outside France must be denominated in Euros exclusively. Transfers from abroad may incur bank charges. These costs are the responsibility of the Client.

2.3.6 In the absence of full payment within the deadlines mentioned in the contract, Exception Voyage is entitled to consider that the Client has canceled his reservation. Before receipt and collection of full payment, Exception Voyage is not required to issue any ticket. However, the Client remains in all cases responsible for the payment of all amounts agreed for the products or services ordered.

2.3.7 Is not considered as discharge of the debt, the delivery of a credit card number until the agreement of the payment center is obtained or a transfer before confirmation from our bank.

2.3.8 Non-compliance by the Client with the payment conditions will be considered by Exception Voyage as a cancellation requested by the Client. In the event that payment proves to be irregular, incomplete or non-existent, for any reason whatsoever, the sale of the reserved services will be cancelled, the resulting costs being supported by the Client.

2.3.9 Failure to comply with the payment deadlines provided and validated at the time of booking will give rise to administrative costs of 25 Euros and to rapid postage costs of 30 Euros.

3 – CANCELLATION / MODIFICATION AT THE CLIENT'S INITIATIVE

3.1 Cancellation of an Order

An order is effective after confirmation to the Client by Exception Voyage of the availability of the trip.

Any cancellation request must be sent in writing to Exception Voyage (registered letter with AR, fax or email to contact@antillesexception.com). The date of receipt of the registered letter, fax or email will be the date used to start the cancellation period.

It will result in the collection of at least the following costs (subject to specific mentions in the description of the chosen trip):

- Processing fees: For any cancellation made more than 7 days before departure, processing fees of a fixed amount of 35 euros per booking are collected in addition to the cancellation fees or specific cancellation fees.
- Cancellation fees :



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Two types of cancellation exist:

PARTIAL CANCELLATION: A part of the group cancels the stay and the other members maintain their trip and the totality of the reserved services. In this case, the following provisions apply:

For a package or stay in all destinations:

- 100% of the amount of the service provided regardless of the date of cancellation are due

FULL CANCELLATION: The entire group cancels the stay and the totality of the services. In this case, the following provisions apply depending on the destination and the delay between the day of the cancellation and the planned date of departure:

Travel or stay in Martinique, Guadeloupe, Saintes or Marie Galante:

- 30% of the amount of the stay more than 35 days before departure,
- 50% of the amount of the stay: from 35 to 21 days before departure,
- 75% of the amount of the stay: from 20 to 12 days before departure,
- 100% of the amount of the stay: less than 12 days before departure.

Some airline tickets are non-refundable and this fact is always stated on the booking voucher (with the exception of airport taxes which are always refundable). In this case, only services other than air transfers are applied to the above rates.

Travel or stay in the Dominican Republic:

- 30% of the amount of the stay more than 65 days before departure (minimum 100€),
- 50% of the amount of the stay: from 65 to 35 days before departure,
- 100% of the amount of the stay: less than 35 days before departure.

Some airline tickets are non-refundable which fact is always stated on the booking voucher (with the exception of airport taxes which are always refundable). In this case, only services other than air transfers are applied to the above rates.

Travel or stay in Saint Martin or Saint Barthelemy:

- 30% of the amount of the stay excluding Visitor's Tax and Service Charge more than 65 days before departure (minimum 100 €),
- 100% of the amount of the stay excluding Visitor's Tax and Service Fees less than 65 days before departure.



Specificity for the end of the year holiday season (for any stay including the night of December 24 and/or December 31):

- 30% of the amount of the stay excluding Visitor's tax and service charge more than 95 days before departure (minimum 100 €),
- 100% of the amount of the stay excluding Visitor's Tax and Service Fees less than 95 days before departure.

Some airline tickets are non-refundable and this fact is always stated on the Reservation Form (with the exception of airport taxes which are always refundable). In this case, only services other than air transfers are applied to the above rates.

In any case, the amount of the cancellation fees collected by Exception Voyage (cancellation fees + processing fees) may not exceed the amount of the trip initially invoiced to the Client.

Exception Voyage informs the Client of the existence of insurance contracts covering the consequences of cancellation for European Union citizens, specifying that insurance is never refundable within the framework of an Order.

3.2 Modification before departure

Written requests from the Client resulting in:

- A modification of the departure city
- A change of destination
- A modification of accommodation
- A change of departure or return date

In these cases, the Client is subject to the conditions defined in article 3.2 of these Conditions of Sale.

However, in the event that the Client wishes to modify one of the characteristics of his contract and insofar as these modifications are carried out by Exception Voyage, a contribution to the administrative costs necessary for these modifications will be requested according to the nature of the modifications and the amount of the initial contract:

- Change of date of stay (1 or 2 days maximum): 200€
- Change in the number of participants: 100€
- Change of vehicle: 50€

Exception Voyage is under no obligation to accept a modification of the contract and remains free to submit a modification to the stay under the conditions it deems appropriate.



Specific derogations to certain cases of change of departure date:

- In the event of a no-show on the outward journey on a charter flight, Exception Voyage may maintain the other services only if the Client expressly requests this in writing to Exception Voyage within 24 hours of the departure date initially scheduled. The costs generated by the purchase of a new one-way ticket remain the responsibility of the Client.
- In the event of a no-show on the outward journey on a scheduled flight, the airline may cancel the return ticket. In this case, the Client will have the possibility of repurchasing outward and return tickets at his own expense, subject to availability. Exception Voyage will then do its best to guarantee the other services. If a late arrival should generate additional costs for Exception Voyage, such as the organization of a new transfer, these costs will remain the responsibility of the Client.

No reimbursement for services not consumed (hotel nights, meals, etc.) may be granted due to the Client's no-show or refusal to board on the initially scheduled departure.

Any modification of the travel documents by the Client due to the correction of the civil status of the participants and/or the details of the identity documents will result in the invoicing of any costs requested by the service provider.

In the case of services including transport by scheduled flight, these costs may amount to the amount of the return ticket.

3.3 Modification after departure

Any shortened trip or any service not used by the Client will not give rise to any refund, in particular for outward and return air tickets. If the Client has taken out optional insurance covering in particular the interruption of the trip, he must comply with the terms and conditions set out in the general and specific conditions of the insurance policy.

Exception Voyage is responsible to the Client only for the services sold.

Exception Voyage cannot be held liable for:

- Any service taken out by the Client other than that ones invoiced by Exception Voyage
- Any modification of the services at the initiative of the Client

3.4 Transfer

In accordance with article L.211-11 of the Tourism Code, the Client may transfer his contract (excluding insurance contracts) to a third party, provided that he informs the company Exception Voyage in writing no later than 7 days before the start of the stay, indicating precisely the names and addresses of the transferee(s) and of the participant(s) in the trip, justifying that they meet the same conditions to make the trip (in particular for children who must be in the same age brackets).



Beforehand, the transferor or the transferee will be required to pay transfer costs, varying from 100 to 500 euros, depending on the number of people involved and the proximity of the departure.

The transferor and the transferee will be jointly and severally liable for the payment of any balance of the price as well as the additional costs occasioned by this transfer.

Complementary insurance is in no way refundable or transferable.

4 – CANCELLATION / MODIFICATION AT THE INITIATIVE OF EXCEPTION VOYAGE

4.1 Cancellation

4.1.1 In accordance with article R.211-10 of the French Tourism Code, if Exception Voyage is forced to cancel the trip, it will inform the Client. The Client will then be reimbursed by Exception Voyage for all sums he may have paid.

4.1.2 The descriptions may mention a minimum number of passengers below which the service provider reserves the right not to provide the service. In this case, Exception Voyage notifies the Client by any means no later than 21 days before departure. The Client will then be reimbursed by Exception Voyage for all sums he may have paid. At the Client's express request, the sums paid may in certain cases be reused for the subscription of a replacement trip.

4.1.3 In the event of failure to pay for a stay within the contractual deadlines set out in Article 2, Exception Voyage will be forced to cancel the trip. This cancellation will be carried out under the conditions set out in article 3.2

Cancellation by Exception Voyage

The cancellation of an option placed on accommodation by Exception Voyage following a written or oral request from the Client cannot result in compensation to the Client. A reservation only becomes effective and is therefore subject to conditions in the event of cancellation following an initial payment made by the Client and collected by Exception Voyage.

If Exception Voyages cancels the service offered within 7 days of the Client 's first payment, the sums paid will be fully refunded to the Client without any additional compensation in favor of the latter, regardless of the duration between the date of reservation and the departure date (therefore including for last minute requests).

In the event of cancellation due to Exception Voyage after 7 days following the Client 's first payment, the provisions below apply:

In the event of cancellation made by Exception Voyage, Exception Voyage must provide the accommodation and services provided in another accommodation of the same



destination at least of the same category and will cover the transfer expenses caused by this change.

Insofar as these conditions are respected, the client will not be able to refuse this alternative stay proposal. If these conditions are not respected, all sums paid will be returned to the Client.

The Client will not be able to claim any compensation if the cancellation of the trip is imposed by circumstances of Major Forces or for reasons relating to the safety of the travellers. Similarly, the Client cannot claim any compensation if the cancellation of the trip occurs for insufficient number of participants 21 days before departure and beyond when this point is specified in the contract.

Any downward change in numbers may result in a price revision for participants who maintain their trip.

The provisions of this article do not in any way prevent the conclusion of an amicable agreement between Exception Voyage and the Client concerning a journey or alternative stay proposed by the seller. No reimbursement of services provided by companies other than Exception Voyage (plane tickets, car rental, etc.) will be possible.

Modification by Exception Voyage

If, for reasons beyond its control, Exception Voyage is obliged to modify the services initially planned before departure, the Client has a period of 7 days to refuse those offered to him. In this case, it will be fully refunded.

4.1.4 Modification

Due to the always possible hazards in travel, in particular abroad, the Client is warned that the description of the trip constitutes the rule but that the Client can observe and undergo exceptions.

If essential elements of the trip must be modified before departure, Exception Voyage will notify the Client and offer him:

- Or the possibility of canceling its trip free of charge
- Either the possibility of subscribing to a new offer.

The Client must communicate his choice in writing within the following time limits:

- Modification more than 30 days before departure: response within 72 hours
- Modification from 30 to 15 days of departure: response within 48 hours
- Modification within 14 days or less of departure: response within 24 hours

4.1.5 Person with reduced mobility:

In general, the trips offered by Exception Voyages are not suitable for people with reduced mobility.

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Agence en **Guadeloupe** : +590 (0)590 489 879 - La Plantation Center - 97118 Saint François - Guadeloupe
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Site Web : www.antillesexception.com - fax : +596 (0)596 68 56 51 – email : contact@antillesexception.com



5- AIR TRANSPORT

5.1 General

Air transport is subject to operational and safety requirements which may cause delays beyond the control of Exception Voyage. Exception Voyage advises the Client to allow sufficient connection time for possible connections, as well as to avoid any commitments on the same day and the day after their outward and return journeys.

5.2 Schedule changes / Responsibility of the carrier

Exception Voyage uses different carriers who retain their own responsibilities with regard to travelers. The liability of the carrier is limited by the conditions of the contract of carriage, which can be found on the Client's ticket, and in particular by the provisions of the Montreal Convention of May 28, 1999.

The liability of Exception Voyage in the event of damage and accident that may occur during air transport cannot be higher than that of the airline.

It should be noted that all air travel requires a valid identity document

5.3 Loss or theft of tickets

In the event of loss or theft of their ticket, the Client is required to make a specific declaration to the police and the airline company and to ensure their return at their own expense by purchasing another ticket from the issuing company. The consequences resulting from the loss or theft of a ticket are at his expense.

A refund may possibly be requested to the airline company, which reserves the right to accept or refuse.

5.4 Pregnant women

Airlines can deny boarding to a pregnant woman. Exception Voyage cannot be held responsible for this decision. In the event of a plane ticket reservation with Exception Voyage, the Client must inform Exception Voyage in writing of the presence of a pregnant woman at least 7 days before departure so that Exception Voyage can ensure that she is able to to embark.

Some airlines companies may also require a medical certificate of good health, which must be issued by a doctor no more than 15 days before the date of travel. This certificate must indicate the period of pregnancy at the time of the trip as well as the absence of any pathological condition.



5.5 Children

Children under 2 years old do not have an assigned seat. Unaccompanied children under 15 are in principle refused boarding.

5.6 Baggage

Each airline company imposes a maximum number and/or weight of luggage allowed per passenger. In case of overrun, if authorized, it is up to the Client to pay the additional price directly to the company at the airport. It is understood that Exception Voyage will not cover the additional cost incurred.

Checked baggage is chargeable and can be selected as an option when booking. On-board services are also chargeable. In principle, each passenger is authorized to carry only one piece of cabin baggage, with dimensions of approximately 55x40x20 cm, varying according to the airlines.

In the event of loss, damage or delay to the Client's luggage during air transport, and prior to any other procedure, the Client must contact the airline company:

- By having the loss, delay or damage to luggage noted before leaving the airport, with the Baggage Claims Department;
- Then by sending the company, within 7 days for damage and 21 days for delay, a declaration to which the Client must attach copies of the following documents: boarding pass, declaration of loss, baggage check-in coupon .

The airline company is only liable to the Client, for the luggage that the latter has entrusted to it, up to the compensation provided for by international conventions.

Exception Voyage cannot be held responsible for:

- Any refusal of boarding or confiscation of an object deemed dangerous by the company and the airport authorities;
- Any refusal by the airline to check in or board baggage;

5.7 Air taxes

The non-use, total or partial, of the ticket by the Client will not entail for Exception Voyage any obligation to reimburse the price of the ticket. The only reimbursable taxes are those payable by the actual boarding of the passenger.



6-VACATION RENTAL AND STAY

6.1 Arrival and departure times:

The rental properties we proposed must be vacated on the day of departure between 11am and 12am at the latest and check-ins are after 5pm. These times can be modified on a case by case basis before the conclusion of the contract. The calculated prices are based per nights and not days. Therefore, if for whatever reason (schedules imposed by airlines, delays, hazards, etc.), the first and last day are shortened by a late arrival or early departure, no refund could take place.

6.2 Classification of the hotel

The number of stars attributed to the hotel establishment appearing in the description corresponds to a classification established according to the assessment of Exception Voyage, taking into account the overall quality of the hotels established in a given territory. In any event, they may therefore differ from French and European standards.

Failure to comply with the schedules imposed by the accommodations for the release of the rooms may result in additional costs to be borne by the Client, in particular the invoicing of an additional night, without the possibility of reimbursement from Exception Voyage.

6.3 Provisions specific to tourist residences and vacation rentals:

Tourist vacation rentals are classified into categories (stars) according to their equipment, comfort and services. Grading is not mandatory. Exception Voyage reserves the right to make a classification, based on objective criteria, and making it possible to guarantee the Client a perfect symmetry of information.

The use of the goods and equipment provided with the accommodation remains the sole responsibility of the Client. An inventory and/or an entry or exit inventory may be drawn up, at the request of the hosting service provider.

The main Client (signatory of the contract) of the accommodation must be over 25 years old and be present upon arrival and departure. Each guest must be registered when booking. The main Client must send a copy of his valid identity document when booking. All guests will be required to show valid ID upon arrival at the accommodation. The main Client acknowledges that he/she will personally occupy the property with registered guests during the entire rental period and will not sublet any part of the property.

The total number of people permitted in the rental property, at any one time, is limited to the maximum occupancy stated in the booking confirmation. The tenant may not invite or accommodate other unauthorized persons at any time during the stay.



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6.4 Nuisances and damages caused:

No parties, informal dinners or gatherings exceeding the number of registered occupants are permitted without prior consent. Amplified music, day or night is prohibited. The tenant must in all circumstances avoid any noise likely to disturb the neighbours, in particular those emitted by radio, television and other devices.

The Client cannot oppose the visit of the premises if the lessor or his agent so requests.

If a Client makes a false declaration by not complying with any of the above rules, they will be required to pay the excess persons immediately and/or vacate the property without refund.

6.5 Cleanliness of the premises

The accommodation must be returned in the state of cleanliness found on arrival (unless otherwise stipulated in the contract).

6.6 Special requests

Any special request not subject to a supplement (connecting rooms, specific situation, etc.) remains at the discretion of the service provider concerned without ever engaging the responsibility of Exception Voyage in its allocation.

6.7 Security deposit and cleaning fee

6.7.1 The contract stipulates the delivery of a security deposit to the correspondent on site after inventory (cheque, cash or bank card - specified in the contracts). This security deposit can if necessary be given in cash after agreement of Exception Voyage in particular in the event of non-possession of checks. This security deposit will be returned within a maximum of 14 days after the inventory and end of stay inventory. A deduction from the security deposit, at the discretion of the correspondent on site, may be made in the event of missing or broken objects, or the return of the accommodation in a state of disorder requiring additional hours of cleaning compared to those assumed between two tenants.

6.7.2 Accommodation is not the property of Exception Voyage. The on-site correspondent is often employed directly by the owner of the accommodation. In the event of a disagreement between the correspondent and the Client regarding a possible deduction from the security deposit, an exchange must be set up between the Owner of the accommodation and the Client.



6.7.3 If the occasional damage has effects greater than the security deposit sent at the start of the stay, a litigation, which if necessary involves the insurance of the various parties, will be opened by the owner of the accommodation. The Client must find by itself an insurance to cover possible damages for the duration of its stay in the rented accommodation in order to protect itself against this risk. Some owners require this insurance and the Client must provide it in this case.

6.7.4 The signed contract may also, depending on the case, stipulate an end-of-stay cleaning fee to be paid to the correspondent on site on the first day as soon as the keys are handed over. This payment will not be returned, it constitutes part of the rental price.

6.7.5 In the event of refusal by the Client to give the security deposit and the cleaning fee payment stipulated in his contract at the start of the stay, the correspondent on site is entitled to refuse the handing over of the keys to the accommodation or the departure of the Client if the latter is already in the accommodation.

6.8 Provisions relating to vacation rentals

6.8.1 Due to the always possible hazards, Clients are warned that what is described to them constitutes the rule but that they can observe and suffer exceptions. The vacation rentals are not hotel structure. Although the receptive service provider makes every effort to find a quick solution, a faulty item cannot be replaced immediately, the delays in the intervention of a repairman on site are to be taken into account and will not be subject to compensation. Both civil and religious holidays, strikes and demonstrations in the areas visited are likely to lead to changes in the visits or excursions of Clients, for which the lessor cannot be held responsible.

Exception Voyage or the lessor cannot be held responsible for any nuisance caused by the neighborhood (works, parties, etc.). As such, no unforeseeable nuisance will be subject to compensation.

6.8.2 Similarly, on the islands we offer, certain services provided by external companies such as internet access, electricity or running water may occasionally be interrupted (fairly frequent water cuts on particular areas). Exception Voyage or the lessor cannot be held responsible for any nuisance due to these service interruptions. As such, no nuisance of this type will be subject to compensation.

6.8.3 In the French West Indies, postal addresses only very rarely make it possible to clearly identify the location of an accommodation. To overcome this, each property offered by Exception Voyage is precisely located on the GoogleMap on the site www.antillesexception.com. The environment as well as the distances of the accommodation with the nearby beaches, the center of the nearest town and the local shops are mentioned in the description of each accommodation, in particular in the paragraph "location" as well as in the paragraph "Detailed characteristics".



6.8.4 At the request of the Client (service-client@antillesexception.com) for rental of a villa or apartment, Exception Voyage will send him the following technical diagnoses:

- Statement of risk of exposure to lead,
- State of natural and technological risks,
- Energy performance diagnostic.

6.8.5 The accommodation is provided by the owner, who undertakes to deliver it in a good state of cleanliness and maintenance, in accordance with the description on the website and with the standards in force.

However, it cannot be held responsible in the event of theft, loss, accident, damage or other problems that may arise with regard to all tenants or their property.

The objects and personal effects of the tenants are strictly their own responsibility. Tenants are therefore invited to take out insurance

6.8.6 Water and electricity costs are included in the rental price unless otherwise specified in the contract.

The air conditioners are to be used at night only, for any daytime use planned in advance, Exception Voyage must be notified. In the event of non-compliance with this point, a deduction from the security deposit may be made by the correspondent on site.

6.8.7 Exception Voyage must imperatively be warned of the presence of animals during the stay. The responsibility of the owner or that of Exception Voyage cannot be engaged for the consequences resulting from a wandering animal. Only the tenant is responsible for any damage or harm that his animals may cause.

6.8.8 In all cases, including when the rented accommodation has a swimming pool equipped with an alarm, the tenants are solely responsible for the vigilance and safety of the children accompanying them. The responsibility of the owner or that of Exception Voyage cannot be engaged in the event of an accident.

6.9 Pictures and illustrations

Exception Voyage endeavor to illustrate its travel offers with photos or illustrations giving a realistic overview of the services offered. It is however specified that the photos and illustrations appearing in the descriptions of the trips are only intended to indicate the category or the degree of standing of the services concerned.

7- NUMBER OF PARTICIPANTS

When booking, the Client informs Exception Voyages of the number of participants in the stay. Exception Voyages cannot be held responsible for a number of participants greater than that mentioned when booking.



The finding of an abnormal number of participants may give rise to additional pricing, depending on the period during which one or more participants have irregularly stayed on site, and must be paid directly with the hotel provider or the host.

8- INSURANCE

Exception Voyage systematically offers cancellation or multi-risk insurance to travelers from the European Union. Travelers from countries outside the European Union must, if they wish, check that they are properly insured themselves. The insurance products presented by Exception Voyage are provided by ASSUREVER. The insurance contract is exclusively established between the Client and ASSUREVER. Under no circumstances can Exception Voyage replace ASSUREVER or any other company with regard to the insurance of any loss whatsoever.

In the event of cancellation before departure or of a claim on the spot, the Client must directly use the telephone numbers provided by ASSUREVER corresponding to these cases. Exception Voyage cannot directly process this type of request. In the event of cancellation, Exception Voyage will provide all the supporting documents necessary for the reimbursement of the services provided by it. In the event that the insurance covers costs not provided by Exception Voyage (plane tickets, cruises, etc.) these supporting documents must be requested by the Client from the companies that provided these services.

In all cases, the Client is required to insure the risks for which he must respond in his capacity as occupant as well as against damage of any kind likely to incur his liability.

9- FORMALITIES

9.1 General provisions

9.1.1 In addition to the statements appearing in this article and the specific statements made in the description of the service depending on the country of destination, the Client is invited to consult, prior to his order, the information and advice provided on the formalities and travel advice issued by Exception Voyage and on the website of the Ministry of Foreign Affairs and the French administration, relating to the country of destination, and where applicable to the country of transit, and to contact the Embassies or consulates of the country destination. Exception Voyage also invites the Client to consult these sites regularly until the date of his departure.

9.1.2 The information in this article is applicable only to French nationals. Client who are nationals of another Member State of the European Union or the European Economic Area are invited to contact Exception Voyage customer service. Nationals of other countries are invited to contact the Embassy of the country of destination in order to find out the specific procedures applicable to them in terms of administrative and health formalities.



9.2 Administrative formalities

9.2.1 It is the Client's responsibility to scrupulously respect the administrative formalities to be completed for crossing borders and to ensure that the surnames and first names appearing on the travel documents correspond to those appearing on their identity document, passport, visas, Esta, electronic travel authorization, etc.

9.2.2 As a general rule, a valid passport is essential for foreign destinations outside the European Union offered by Exception Voyage. Some countries require that the validity of the passport be more than six months after the return date and also that the traveler be in possession of a return ticket or an exit ticket, as well as sufficient funds.

9.2.3 If a visa is necessary, the Client is invited to contact the foreign consular in good time, as it may be necessary to have sufficient time to produce certain documents depending on the country (form, photograph, criminal record, bank statement, outward and return transport ticket, etc.). Some countries also require that the traveler provide proof of taking out assistance/repatriation insurance to issue the visa.

9.2.4 In accordance with the provisions of the law of June 3, 2016 and the decree of November 2, 2016, a minor unaccompanied by a person holding parental authority cannot leave France without an authorization to leave the territory. The minor child who travels abroad without being accompanied by one of his parents of French nationality must present the following 3 documents:

- A valid identity document for the minor: identity card or passport + possible visa depending on the requirements of the country of destination: to be checked by consulting the country files on the diplomatie.gouv.fr website
- A photocopy of the valid identity document of the signing parent: identity card or passport.
- An authorization form to leave the territory signed by one of his parents, holder of parental authority.

When a minor child does not have the same surname as that of his accompanying parent, parents are strongly recommended to bring their family record book in order to be able to provide proof of the relationship.

9.3 Health formalities

The Client is invited to consult the formalities and travel advice issued by Exception Voyage and to visit any website of his resident country in order to find out about all the recommendations and obligations related to possible health risks in the country of destination. It is advisable to anticipate certain formalities, in particular relating to the compulsory vaccines to enter certain countries.



10- COMPLAINTS

Any complaint or report of non-compliance must be reported to Exception Voyage during the stay so that its team can intervene as quickly as possible:

Email: service-client@antillesexception.com

Telephone: +596 (0)596 784 780 or, outside opening hours: +596 (0)696 06 39 37 or +590 (0)690 94 38 11.

If the Client considers that the intervention of Exception Voyage has not satisfied his request, he must indicate this by post to the following address: Exception Voyage – 50, rue Schoelcher – 97215 Rivière Salée-Martinique or by email to the following address: service-client@antillesexception.com

For any procedure for the amicable settlement of a dispute, we invite you to contact The mediation of tourism and travel: <https://www.mtv.travel>

You can also contact the European online dispute resolution platform: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>

11- MAJOR FORCE

Major Force means any event external to the parties that is both unpredictable, irresistible and insurmountable, which prevents either the Client, or his companions, or Exception Voyage or the service providers involved in carrying out the trip, from executing all or part of the obligations provided for in the contract (strike by means of transport, hotel staff, air traffic controllers, insurrection and riots, climatic, geographical, health or political conditions, etc.).

12- CIVIL LIABILITY

Insurance is taken out by Exception Voyages primarily with the company ALLIANZ IARD (1, Cours Michelet 92076 Paris La Défense, France), covering Professional Civil Liability (RCP), in particular bodily injury, material and immaterial damage combined up to 1,600.000 euros per insurance year.

The concept of civil liability (accident, fire, theft, other) varies according to the legislation of the countries concerned: travelers are advised to individually guarantee themselves by additional insurance to those possibly purchased through us.



13- COMPUTER AND FREEDOMS

The information communicated on the site www.antillesexception.com allows Exception Voyage, as well as its Partners, to process and execute orders placed on the site.

Pursuant to Law 78-17 of January 6, 1978, known as "Informatique et Libertés" in french, the Client has a right to access, modify and delete data concerning him (article 38 to 40). This right is exercised with Exception Voyage at its headquarters. In order for Exception Voyage to be able to satisfy this request, it is up to the Client to send the elements necessary for their identification (title, surname, first name, address, postal code, city, country).

As a Client, you are also likely to receive our commercial offers.

The Client is informed that his conversation with the sales agents may be listened to or recorded using a system declared to the CNIL, and this for the sole purpose of ensuring quality service. The retention period of the recordings does not exceed one month.

Exception Voyage's personal data policy complies with the General Data Protection Regulations (Regulation No. 2016/679).

14- APPLICABLE LAW

This contract is subject to French law, and in particular to the Tourism Code. The contracting parties will keep each other informed of any difficulties that may arise from the interpretation or execution of this contract and will take, by mutual agreement, all appropriate measures to resolve them. In the event of a dispute, they will endeavor to reach an amicable settlement.

15- FINAL PROVISIONS

The fact that Exception Voyage does not invoke, at one time or another, one of the provisions of these Conditions of Sale cannot be interpreted as a waiver by Exception Voyage to invoke it later.

In the event that one of the provisions of the Conditions of Sale would be declared null or without effect, it would be deemed unwritten, without this affecting the validity of the other provisions, unless the provision declared null or without effect was essential and decisive.

The Client acknowledges being informed that pursuant to Article L.221-28 of the french Consumer Code, all of the services offered on the Site by Exception Voyage are not subject to the application of the right of withdrawal provided for in articles L.221-18 et seq. of the Consumer Code with regard to distance selling.

II- GENERAL CONDITIONS OF SALE

Reproduction of articles R.211-3 to R.211-11 of the french Tourism Code as stipulated in article R.211-12:

Art R.211-3 – Any offer and any sale of the services mentioned in Article L.211-1 give rise to the submission of appropriate documents that meet the rules defined by this section

Art R.211-3-1 – The exchange of pre-contractual information or the provision of contractual conditions is carried out in writing. They can be done electronically. The name or business name and address of the organizer or retailer are mentioned as well as the indication of its registration in the register provided for in article L.141-3 or, where applicable, the name, address and indication of the registration of the federation or union mentioned in the second paragraph of article R.211-2.

Article R.211-4 – Prior to the conclusion of the contract, the organizer or the retailer must provide the traveler with the following information:

1° The main characteristics of the travel services:

a) The destination(s), itinerary and periods of stay, with the dates and, when accommodation is included, the number of nights included;

b) means, characteristics and categories of transport, places, dates and times of departure or return, duration and place of stopovers and connections. When the exact time has not yet been fixed, the organizer or the retailer informs the traveler of the approximate time of departure and return;

c) the location, the main characteristics and, if applicable, the tourist category of the accommodation under the rules of the country of destination;

d) meals provided;

e) visits, excursions or other services included in the total price agreed for the contract;

f) where it is not apparent from the context, whether any travel services will be provided to the traveler as part of a group and, if so, if possible, the approximate size of the group;

g) when the benefit of other tourism services provided to the traveler is based on effective verbal communication, the language in which these services will be provided;

h) information on whether the holiday trip or stay is generally suitable for persons with reduced mobility and, at the request of the traveller, specific information on the suitability of the trip or vacation stay to the needs of the traveler;

2° The corporate name and geographical address of the organizer and the retailer, as well as their telephone and, if applicable, electronic contact details;

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Site Web : www.antillesexception.com - fax : +596 (0)596 68 56 51 – email : contact@antillesexception.com



3° The total price including taxes and, if applicable, all fees, charges or other additional costs, or, when these cannot reasonably be calculated before the conclusion of the contract, an indication of the type of costs additional costs that the traveler may still have to bear;

4° The terms of payment, including the amount or percentage of the price to be paid as a deposit and the schedule for payment of the balance, or the financial guarantees to be paid or provided by the traveller;

5° The minimum number of people required to carry out the trip or stay and the deadline mentioned in III of article L.211-14 preceding the start of the trip or stay for a possible termination of the contract in the event that this number would not be reached;

6° General information concerning the conditions applicable to passports and visas for European citizens, including the approximate duration for obtaining visas, as well as information on the health formalities of the country of destination;

7° A statement indicating that the traveler may terminate the contract at any time before the start of the trip or stay, subject to the payment of appropriate resolution costs or, where applicable, standard resolution costs claimed by the organizer or the retailer, in accordance with I of article L.211-14;

8° Information on compulsory or optional insurance covering the costs of termination of the contract by the traveler or on the cost of assistance, covering repatriation, in the event of accident, illness or death.

With regard to the packages defined in e of 2° of A of II of Article L.211-2, the organizer or retailer and the professional to whom the data is transmitted ensure that each of them provides, before the traveler is bound by a contract, the information listed in this article insofar as it is relevant to the travel services they offer.

The form by which the information listed in this article is brought to the attention of the traveler is set by joint order of the french Minister responsible for tourism and the french Minister responsible for the economy and finance. This decree specifies the minimum information to be brought to the attention of the traveler when the contract is concluded by telephone.

Art R.211-5 – the information mentioned in 1°,3°,4°,5° and 7° of article R.211-4 communicated to the traveler forms part of the contract and can only be modified under the conditions defined in article L.211-9.

Art R.211-6 - The contract must include, in addition to the information defined in Article R. 211-4, the following information:

1° The specific requirements of the traveler that the organizer or the retailer has accepted;



2° A statement indicating that the organizer and the retailer are responsible for the proper performance of all the travel services included in the contract in accordance with Article L. 211-16 and that they are required to provide assistance to the traveler if he is in difficulty, in accordance with Article L. 211-17-1;

3° The name of the entity in charge of insolvency protection and its contact details, including its geographical address;

4° The name, address, telephone number, e-mail address and, where applicable, fax number of the local representative of the organizer or retailer, of a point of contact or of another service through which the traveler can quickly contact the organizer or retailer and communicate with him in an efficient manner, request assistance if the traveler is in difficulty or complain about any non-compliance observed during the execution of the trip or stay;

5° A statement indicating that the traveler is required to communicate any non-compliance that he observes during the execution of the trip or stay in accordance with II of Article L. 211-16;

6° When minors, unaccompanied by a parent or other authorized person, travel on the basis of a contract including accommodation, information enabling direct contact to be established with the minor or the person responsible for the minor at the place residence of the minor;

7° Information on the internal complaint handling procedures available and on the out-of-court dispute resolution mechanisms and, if applicable, on the entity to which the professional belongs and on the online dispute resolution platform provided by Regulation (EU) No 524/2013 of the European Parliament and of the Council;

8° Information on the traveller's right to transfer the contract to another traveler in accordance with Article L. 211-11.

With regard to the packages defined in e of 2° of A of II of Article L. 211-2, the professional to whom the data is transmitted informs the organizer or the retailer of the conclusion of the contract giving rise to the creation of a package. The professional provides him with the information necessary to enable him to fulfill his obligations as an organizer. As soon as the organizer or the retailer is informed of the creation of a package, he provides the traveller, on a durable medium, with the information mentioned in 1° to 8°.

Art R.211-7 – The traveler may assign his contract to an assignee who meets the same conditions as him to make the trip or stay, as long as this contract has no effect.

Unless stipulated more favorable to the transferor, the latter is required to inform the organizer or the retailer of his decision by any means allowing him to obtain an acknowledgment of receipt no later than seven days before the start of the trip. This transfer is not subject, under any circumstances, to the prior authorization of the organizer or the retailer.

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Art R.211-8 – When the contract includes an express possibility of price revision, within the limits provided for in Article L.211-12, it mentions the precise methods of calculation, both upwards and downwards, price variations, in particular the amount of transport costs and related taxes, the currency or currencies which may have an impact on the price of the trip or stay, the part of the price to which the variation applies, as well as that the course of the currency or currencies used as a reference when establishing the price appearing in the contract

In the event of a price reduction, the organizer or retailer has the right to deduct its actual administrative expenses from the reimbursement due to the traveller. At the request of the traveler, the organizer or the retailer provides proof of these administrative expenses.

Article R211-9- When, before the departure of the traveller, the organizer or the retailer is forced to make a modification to one of the essential elements of the contract, if he cannot meet the specific requirements mentioned in 1° of article R. 211-6, or in the event of a price increase of more than 8%, it informs the traveler as soon as possible, in a clear, understandable and apparent manner, on a durable medium:

- 1° Proposed changes and, if applicable, their impact on the price of the trip or stay;
- 2° The reasonable period within which the traveler must inform the organizer or the retailer of the decision he has taken;
- 3° The consequences of the traveler's failure to reply within the set deadline;
- 4° If applicable, the other service offered, as well as its price.

When changes to the contract or the replacement service lead to a reduction in the quality of the trip or stay or its cost, the traveler is entitled to an appropriate price reduction.

If the contract is terminated and the traveler does not accept any other service, the organizer or the retailer shall reimburse all payments made by the traveler or on his behalf as soon as possible and in any case no later than fourteen days after termination of the contract, without prejudice to compensation pursuant to Article L. 211-17.

Art R.211-10 – The organizer or the retailer makes the reimbursements required under II and III of article L.211-14 or, under I of article L.211-14, reimburse all payments made as soon as possible and in any case within fourteen days at the latest after the termination of the contract.

Article L.211-14 specifies in particular:

The traveler has the right to terminate the contract before the start of the trip or stay without paying termination costs if exceptional and unavoidable circumstances, occurring at the place of destination or in the immediate vicinity of it, have significant consequences for the execution of the contract or on the carriage of passengers to the place of



destination. In this case, the traveler is entitled to full reimbursement of the payments made but not to additional compensation.

The organizer or the retailer may terminate the contract and reimburse the traveler in full for the payments made, but he is not obliged to further compensation, if he is prevented from performing the contract due to exceptional and unavoidable circumstances and notifies the resolution of the contract to the traveler as soon as possible before the start of the trip or stay.

Art R.211-11 – The aid due by the organizer or the retailer in application of article L.211-17-1 consists in particular of:

1° To provide useful information on health services, local authorities and consular assistance;

2° To help the traveler make long-distance calls and find other travel services.

The organizer or retailer is entitled to charge a reasonable price for this assistance if this difficulty is caused intentionally by the traveler or by his negligence. The price invoiced does not in any case exceed the actual costs incurred by the organizer or the retailer.