

**GENERAL TERMS AND CONDITIONS OF SALE
(excerpts)
SAS France Miniature**

The present Terms and Conditions of Sale define the general conditions arising out of Articles R 211-5 to R 211-13 of the *Code du Tourisme* (law on tourism) regulating the organisation and sale of travel or accommodation, insofar as they are applicable to the present document.

SAS France Miniature, registered with RCS, Versailles, number 348 677 196, located 25, route du Mesnil - 78990 ELANCOURT, is the owner and operator of premises for family recreational and leisure activities, under the name of "France Miniature", Tourist certification ref.: HA 078 01 0002.

The present terms and conditions apply to contractual relations between the client and SAS France Miniature regarding the reservation of admission rights to its recreational premises and the provision of related services such as those described in the brochure or in various other communications media.

It is agreed that SAS France Miniature will be the client's sole respondent in the event of any claim regarding the interpretation or the implementation of these terms and conditions. In this respect, SAS France Miniature's liability will not extend to cases where obligations generated by these terms and conditions could not be fulfilled by reason of fortuitous occurrences, Act of God or *force majeure*, or caused by a person or persons unconnected with the organisation, the visit or the services provided on that occasion.

The reservation or the order for ticketing and services presume acceptance of SAS France Miniature's General Terms and Conditions, which are made known to the client on the back page of invoices issued by the *Service Réservations* of SAS France Miniature, (SAS France Miniature Reservations Office) applicable on the day of the above reservation or order, unless otherwise specified. In particular, it is expressly stated that information contained in the SAS France Miniature's brochure may be subject to modification during the course of a season and that such modification, prior to confirmation of the reservation, will be made known to the client, with the exception of modifications relating to shows, attractions, shops, events, restaurants and other accessory services, which may be closed, modified, delayed or cancelled without notice.

The purpose of the present General Terms and Conditions is to acquaint the client with a description of the recreational premises and related services, in particular price, conditions of payment, and conditions governing cancellation and modification of the contract.

The present conditions may be modified in the event of certain product promotions or at certain times of the year, promotions for which special conditions of sale will be made known in the brochure or by a document published specially for the occasion.

**I - COMMON CONDITIONS APPLICABLE TO
RESERVATION AND PURCHASE OF ADMISSION
DOCUMENTS TO FRANCE MINIATURE PREMISES**

I.1 - Prices

Prices referred to in the present document are stated in Euros. SAS France Miniature may revise them at any time. Prices include the right of access to France Miniature premises for (1) one day; they are not inclusive of any other personal expenditure.

I.1.1 – Dated and undated individual ticketing

Purchases of less than 20 entrance tickets will be made exclusively, either at the France Miniature ticket booths or through the Internet at the following website: www.franceminiature.fr, or from third parties with whom SAF France Miniature has signed a distribution agreement. Unless otherwise specified at the time of purchase, undated entrance tickets are valid for the current France Miniature season during which the entrance tickets were bought.

I.1.2 – Children (all ticketing)

Children under age 4 (individually) are admitted free of charge to France Miniature recreational premises. Children's prices are applicable to children aged 4 to 14 inclusive. The age taken into consideration as regards applying these prices is the age of the child concerned on the first day of visit. Written proof of the child's date of birth may be requested. Unless documents as requested can be shown, the price for adults will be applicable. For groups of children (20 children) under age 4, the price for schools will be on offer.

I.1.3 – Dated group ticketing

Dated ticketing prices for groups are applicable for all purchases of entrance tickets to France Miniature recreational premises, for groups of no less than 20 paying visitors (counting both children and adults), for a given date. Dated ticketing prices for school groups are applicable to all purchases of entrance tickets to France Miniature recreational premises for groups composed of no less than 20 paying children, for a given date.

I.1.4 - Undated group ticketing

Undated ticketing prices for groups are applicable for all purchases of entrance tickets to France Miniature recreational premises, for groups of no less than 20 paying visitors (counting both children and adults). These are undated entrance tickets, valid for two consecutive seasons, including the current season at the time of purchase. They may be used individually.

I.2 – Reservation conditions applicable to group ticketing

I.2.1 - Reservation conditions applicable to dated group ticketing

Reservations must be made no less than three (3) weeks before the date of the group's visit to France Miniature. To be registered, the reservation must be confirmed in writing, issued as a pro forma invoice, substituting as a contract, by the SAS France Miniature Reservations Office, or any other legal or natural person designated by SAS France Miniature to register reservations on its behalf and in its name.

All group reservations must specify the number of visitors (adults and children age 4 to 14 inclusive), products - packaged or otherwise and, if applicable the number of meals to be served according to conditions described under title II below.

Reservations will only be finally registered by *SAS France Miniature* once a minimum down payment of forty per cent (40%) of the total amount owed for the reservation has been paid. The balance is payable on the date of the visit at the latest.

For advance deliveries of dated tickets, one hundred per cent (100%) of the total amount owed for the reservation is to be paid at the latest 21 days prior to the visit.

Tickets are then sent by registered post with acknowledgement of receipt or, upon request, via Chronopost, together with the invoice. The client will pay for the cost of delivery at the price applicable on the date of delivery.

I.2.2 – Reservation conditions applicable to undated group ticketing

Purchases of no less than 20 undated group tickets shall be made by mail, together with payment for the total amount of the order. Tickets are then sent, by registered post with acknowledgement of receipt or, upon request, via Chronopost, together with the invoice. The client will pay for the cost of delivery at the price applicable on the date of delivery.

I.3 – Modification or Cancellation

I.3.1 – Modification ascribable to the client

Requests for modification to a reservation shall be made in writing. By explicit agreement, modifications accepted are those which were the subject of written approval by the *SAS France Miniature* Reservations Office.

Conditions of payment are those applicable to the reservation, updated if required.

Down payments made to *SAS France Miniature* before the date of the request for modification are the property of *SAS France Miniature* and can only give rise to a Credit Note within the meaning of the clauses below contained in "Conditions of Cancellation".

Should a reservation modification, duly accepted by the *SAS France Miniature* Reservations Office, generate a price increase, the amount in excess will be directly incorporated in the invoice issued by the *SAS France Miniature* Reservations Office.

Should a request be made to modify the date planned for dated ticketing, which has already been invoiced, *SAS France Miniature* will claim 30 Euros, inclusive of tax, for handling costs. The amount will be directly incorporated in the invoice issued by the *SAS France Miniature* Reservations Office. Should a modification to the date, duly accepted by the *SAS France Miniature* Reservations Office, generate a price adjustment, the invoice will also reflect that adjustment.

I.3.2-Conditions for cancellation relating to dated group ticketing

Total group cancellation.

Total group cancellations must be notified at the earliest opportunity, in writing to the *SAS France Miniature* Reservations Office and, in any event, prior to the date scheduled for the visit.

Partial group cancellation.

Should the number of participants in a group be reduced to less than the minimum number required for the category of dated tickets on order, *SAS France Miniature* will invoice the tickets ordered by the client at the price applicable to the actual number of participants. Thus, if the number of participants is reduced to less than 20 paying participants,

tickets will be invoiced to the client at the normal price for undated individual tickets.

Credit Notes.

Dated group tickets which are not used following a partial cancellation, will give rise to a Credit Note providing they are returned to *SAS France Miniature*, by registered post with acknowledgement of receipt, within 15 days following their scheduled date, addressed to the *SAS France Miniature* Reservations Office.

Dated group tickets which are returned following total cancellation will give rise to a Credit Note, providing they are returned to *SAS France Miniature*, by registered post with acknowledgement of receipt, addressed to *SAS France Miniature* Reservations Office within 15 days following their scheduled date, but with the deduction of a fixed amount of 30 Euros, inclusive of tax, for handling costs.

The above Credit Note will be valid for the twelve (12) months following the date it was issued. Credit Notes are not reimbursable, regardless of circumstances.

I.3.3 – Conditions for cancellation relating to undated group ticketing

Undated group tickets are valid for two consecutive seasons. They are not reimbursable, regardless of circumstances.

I.3.4 – Conditions for cancellation relating to undated individual ticketing

Undated individual tickets are valid for one season. They are not reimbursable, regardless of circumstances.

I.4 - Conditions of payment

Final invoices issued by *SAS France Miniature* are payable on their date of issue.

For dated ticketing, not sent in advance to the client, the balance is payable on arrival at the *France Miniature* ticket booths on the date of the visit.

For legal persons subject to public law, payment is made on the basis of commitment to do so as evidenced by the purchase order sent by the client to the *SAS France Miniature* Reservations Office. The invoice shall be settled within 45 days following its date of issue and, in any event, at the latest on the date of the visit.

II - PARTICULAR CONDITIONS APPLYING TO GROUPS FOR CATERING RESERVATIONS

Clauses contained in title I above are applicable, *mutatis mutandis* to the particular conditions for the reservation of catering for groups, subject to the following conditions.

II.1 – Reservation conditions

Besides the reservation conditions already specified under title I, catering reservations are also subject to the following conditions:

- Group menus are exclusively intended for groups of 20 visitors (counting both adults and children) or more.
- The chosen menu must be identical for all adults in the group; the children's menu must be identical for all children in the group.
- *SAS France Miniature* will specify when the meal is served, between twelve noon and 2 p.m.
- The number of group menus should preferably be reserved at the same time as admissions. Reservations

become effective once they are confirmed by *SAS France Miniature*.

- Reservations for catering must be made three (3) weeks at the latest before the date of the visit and are subject to the existence of availabilities.
- Conditions of payment are identical to those set out in title I.

II.2 – Menus - Prices

All prices are in Euros, inclusive of taxes and service charges.

Menus and their prices are indicative and may vary depending on supplies.

II.3 – Conditions of payment – Total or partial cancellation

II.3.1 – Conditions of payment

The *SAS France Miniature* Reservations Office confirms the order by issuing a pro forma invoice, substituting as a contract, based on the number of meals on order. Reservations will only be finally registered by *SAS France Miniature* once a down payment of forty per cent (40%) of the total amount of the order has been paid. The balance is payable on the date of the visit.

Should payment not be received by the *SAS France Miniature* Reservations Office by eight (8) business days before the scheduled visit, the reservation will be cancelled automatically.

II.3.2 – Total or partial cancellation

Clients may request a total or partial cancellation of their group reservation under the following conditions:

- Cancellation is notified to the *SAS France Miniature* Reservations Office within eight (8) business days prior to the date scheduled for the meal to be served, in which case the total amount of the cancelled service is owed to *SAS France Miniature* who will invoice the client.
- Cancellation is notified at the latest nine (9) business days prior to the date scheduled for the meal to be served, in which case no penalty applies and a Credit Note is issued for the down payment made by the client.

Without prejudice to the above provisions, partial cancellation by clients of their group reservation is not subject to any penalty when it represents less than 5% of the total amount of the order, subject to notification of cancellation to *SAS France Miniature* by Fax at +33 (1) 30 16 16 31 or by email sent to contactgroupe@franceminiature.com, at the latest by 6 p.m. on the day before the visit.

Cancellation is only effective if it is formulated in writing or noted *de facto* by the client's absence at the time scheduled for the meal to be served.

II.3.3 – Modification

To be eligible for processing, requests for modification must be formulated in writing and be received by the *SAS France Miniature* Reservations Office at the latest nine (9) days prior to the date scheduled for the meal to be served.

Requests for modifications involving an increase in the number of reservations are deemed to be accepted once they have been the subject of written confirmation by the *SAS France Miniature* Reservations Office.

Requests for modifications involving a reduction in the number of reservations are governed by the provisions of article II.3.2 above: "Total or partial cancellation".

II.4 - Guarantee of service

When the group arrives at *France Miniature* the time at which the meal will be served is confirmed, based on restaurant availability. The group must comply punctually with this schedule. Should the group arrive later than 15 minutes after the scheduled time, *SAS France Miniature* will be entitled to modify the time at which the meal is served to entire group.

III - COMMON PROVISIONS

III.1 – Overdue payment

As penalty for overdue payment, the total invoiced amount will be augmented by the addition of three (3) times the legal rate of interest per day overdue.

III.2 - Intellectual property rights

Clients acquire no property rights or rights to use, nor are they authorised to use designations, signs, emblems, logos, brand names, copyright or any other signs or literary, artistic or industrial property rights belonging to *SAS France Miniature*.

III.3 - Act of God or force majeure

The *SAS France Miniature* Management retains the right to cancel all reservations should Acts of God (force majeure) or fortuitous events dictate such action, and in particular in the event of occurrences in the following non-exhaustive list: strikes, fire, damage due to flooding, impossibility of access, epidemics, official instructions, etc. In such an event, *SAS France Miniature* may propose another date for the visit to the *France Miniature* premises.

III.4 - Insurance

SAS France Miniature is the holder of a policy for professional civil liability underwritten by GAN EUROUCOURTAGE, policy number 86.351.239 (Tour Gan Eurocourtage 4/6 avenue d'Alsace 92033 La Défense Cedex). The policy guarantees the consequences of professional civil liability incurred by *SAS France Miniature* by reason of physical injury, tangible or intangible damage caused to clients or third parties following fault, error or negligence duly noted in the accomplishment of its professional activities as the managers of recreational facilities as defined by the *Code du Tourisme*, up to an amount of 10 million Euros for consequent physical injury, tangible and intangible damage.

III.5 – Liability

SAS France Miniature accepts no liability for damage of any kind and, in particular, caused by fire and/or theft, which may affect personal effects, objects or equipment brought by visitors and not handed in for keeping in premises specially provided for that purpose. Visitors will be individually liable for any damage, direct or indirect, their presence at *SAS France Miniature*'s recreational premises may cause.

SAS France Miniature will be in sole control of decisions concerning the operation and maintenance of *France Miniature*; in particular it will decide (i) on days and hours of opening times of *France Miniature* and the various attractions on offer, (ii) on the schedules for maintenance, repairs and renovation of all the equipment owned by *SAS France Miniature* or for which it has rights of use, as well as (iii) the adoption of standards and rules concerning health, safety and suitability of making its attractions, shows and services available to members of the public visiting *France Miniature*. In particular, *SAS France Miniature* may

decide to close to the public all or part of *France Miniature* under its management and may suspend all or part of the services it offers, such as catering, for the length of time it consider necessary, for reasons *inter alia* of issues or operations connected to the safety or health of visitors, maintenance, repairs, renovation and restructuring all or part of *France Miniature* equipment and facilities, or relating to weather conditions, law and order, etc. SAS *France Miniature* will not be held liable and the client will not be entitled to claim any indemnity or compensation of any kind in any of the above circumstances.

III.6 – Financial guarantee

SAS *France Miniature* is covered by a financial guarantee issued by the CALYON Bank, 11 avenue d'Albigny, BP 32 74001 ANNECY, in conformity with the stipulations of the *Code du Tourisme*.

III.7 - Internal rules and regulations

All visitors must comply with the *France Miniature* internal rules and regulations displayed at the entrance to the park. Failure to comply may lead to eviction by SAS *France Miniature's* authorised employees, without right of appeal. The admission tickets of visitors evicted in the above circumstances will not be reimbursed.

III.8 - Complaints

Complaints concerning the provision of services covered in the General Terms and Conditions must be formulated in writing and sent to the Service accueil visiteurs, SAS *France Miniature*, (*visitor welcome desk*) 25 route du Mesnil 78990 Elancourt, no later than 15 days after the date of the visit to *France Miniature*.

Complaints may also be handed in on the *France Miniature* site itself; incident forms are available to visitors at the visitors' welcome desk.

To avoid controversy, documents pertaining to the visit (entrance tickets, certificates, exchange vouchers, etc.) showing the number of participants in a group are signed on the day of the visit.

III.9 - Litigation

The present General Terms and Conditions of Sale are subject, both as regards their interpretation and their implementation, to French law. Unless amicable settlement can be reached, legal proceedings will be filed with the competent courts.