



TERMS AND CONDITIONS

Mr. David La Beaume, manager of France Montgolfières SARL, a limited liability company with a share capital of € 20,123.00, registered with the Dijon RCS under number 389 843 434 00058, and whose head office is located at 4 bis rue du Saussis – 21140 Semur-en-Auxois France (hereinafter referred to as the “Company”), whose telephone number is +33 3 80 97 38 61, whose e-mail address is reservations@francemontgolfieres.com, and whose individual number TVA is FR53 389 843 434 publishes a site for the online sale of hot air balloon tickets and stays at the address <http://www.franceballoons.com> (hereinafter referred to as the “Site”) intended for individuals buyers (hereinafter referred to as the “Buyer”).

The Company is approved in France by the Civil Aviation for the public transport of passengers by decree of December 2, 1997 and holder of the air transport certificate n ° F- NE 039 issued by the Direction de l’Aviation Civile DSAC Nord-Est, Strasbourg-Entzheim Airport as a passenger air carrier, the Company is also subject to the conditions stipulated in the Warsaw Convention.

The Company holds a Registration in the Register of Travel and Holiday Operators No. IM021170004 issued by ATOUT France 79-81 Rue de Clichy 75009 PARIS.

The Company has taken out professional liability insurance with GENERALI IARD 2 rue Pillet-Will 75009 Paris.

The Company reserves the right to modify these general conditions of sale at any time and at its sole discretion. The general conditions in force are those which are present on the Site when the Buyer places his order. The placing of an order by the Buyer implies irrevocable acceptance of these general conditions, which the Buyer acknowledges having read before placing his order.

By accepting these general conditions of sale, the Buyer guarantees to be of legal age and to have full legal capacity to place an order on the Site.

1. Object

The purpose of these general conditions of sale is to define the terms and conditions of sale to the Buyer, as well as the obligations of both parties.

These conditions are contracted by the purchaser but the ticket may be passed on to someone else as a gift as long as we are informed. We therefore consider that the ticket holder accepts our conditions of sale.

2. Entry into force / Duration

These general conditions come into force from the placing of the order by the Purchaser, and remain in force until the expiry of the rights and obligations borne by one or the other of the parties.

3. Description of products and services

3.1 Hot air balloon flight tickets

The Buyer can order hot air balloon tickets:

1. On the Company’s Site
2. At the Company office, at the address: 4 bis rue du Saussis – 21140 Semur-en-Auxois
3. By phone, +33 (0) 3 80 97 38 61
4. With partners of the Company



The ticket will be valid for twenty four (24) months from the date of issue, the flight period extending from the beginning of April to the end of October each year. In case of cancellation of his flight for weather reasons, the Purchaser must choose a new flight. Any ticket older than two (2) years is definitely out of date for whatever reason.

NB: the flying season runs from the beginning of April to the end of October at most sites.

Free tickets: Any free ticket cannot be extended, refunded, modified or resold.

Cancellation policy : For non-residents with an invoice address overseas, in the event of unsuitable flying conditions, your flight can be rescheduled or refunded, a 15€ bank handling charge will be retained per ticket refund.

The ticket includes:

1. Travel by vehicle from the meeting point to the place of embarkation in the hot-air balloon ;
2. Preparation for inflation of the balloon;
3. The safety briefing;
4. The balloon flight;
5. Storage of the balloon;
6. The traditional balloonist's toast;
7. Return to the meeting point by vehicle
8. Air transport liability insurance.

3.2 Tourist packages entitled "Formulas"

The Purchaser has descriptive information about the Formulas offered to him by the Company on each of the pages of the site presenting them.

The Formulas are offered and organized by the company France Montgolfières, 4 bis rue du Saussis 21140 Semur-en-Auxois.

The Charm Package offered by the Company includes a hot air balloon flight for two people and accommodation in a double room in a three-star hotel.

The special conditions of this Formula are present on the site when purchasing the Formula and must be accepted by the Purchaser during the purchase.

The Package Price must be paid in full when ordering.

Any complaint for non-performance or poor performance of the contract must be sent as soon as possible, by registered letter with acknowledgment of receipt to the seller. In the event of cancellation of the Formula by the Purchaser for personal reasons, all sums paid by the Purchaser to the Company will remain acquired.

When the Buyer purchases a Formula to transfer it to a third party, the Company must be notified of the name and contact details of the latter no later than seven (7) days before the start date of the stay. This third party must meet the same conditions as the Purchaser.

The Company undertakes to provide the purchaser, in good time before the start of the stay, with departure and arrival times.

The Company retains the possibility of changing flight schedules without consideration or the possibility of termination for the Purchaser.

In the case provided for in Article L. 211-14 of the Tourism Code, when, before the Buyer's departure, the Company may be forced to cancel the stay, in particular for reasons weather conditions, it will inform the buyer by e-mail with acknowledgment of receipt.

In such a case, the Company may offer a substitute stay to the Buyer, which he or she will be free to accept or not. Otherwise, the Company will reimburse the sums paid immediately and



without penalty. It will pay the Buyer compensation limited to the amount of its canceled Plan.

3.3 France Montgolfières gift vouchers

Gift certificates have a validity date of one year from the date of purchase.

They can be exchanged by the person to whom they are offered for hot air balloon tickets, packages, or decorative products sold on the site, within the limit of the amount of gift vouchers.

The recipient of a gift voucher may exchange it by contacting the Company either by email at reservations@francemontgolfieres.com, or by phone at 03 80 97 38 61, or at the company office at the address 4 bis rue du Saussis – 21140 Semur-en-Auxois.

3.4 Decorative products

The Company offers the sale of decorative items that can be purchased alone or with flight tickets or packages.

The “Balloonbox”, including a balloon inflated with helium inside a gift box, must not be opened on the outside in order to avoid any loss of the balloon and the tickets attached to it. The Products are offered within the limits of available stocks.

In case of unavailability of an ordered product, the Buyer will be informed by email. The cancellation of the order for this product and its possible refund will then be made, the rest of the order remaining firm and final.

The products are described and presented with the greatest possible accuracy. However, if errors or omissions may have occurred in this presentation, the seller cannot be held liable.

The photographs of the products are not contractual.

In the event of any contradiction between this article and any other article of this contract, this article will apply to the purchase of decorative products.

4. Order

The Buyer agrees to receive information relating to his order and its execution by email.

4.1 Placing the order

In order to be able to place an order, the Buyer must follow the following steps:

1. The Purchaser must choose the desired product or service then click on “Add to Cart” then on “Continue my Order” if he wishes to validate the order or “continue my purchases” if he wishes to add articles.
2. On the “Authentication” page, the Buyer must then either create an account, if he has not already created one, or identify himself with his e-mail address and password. To create an account, the Buyer must complete various fields on the site.
3. The Purchaser must specify whether he wishes to receive the tickets also by post, by checking the box provided for this purpose.
4. The Buyer must indicate the address to which he wishes to be delivered, if this address is different from the billing address.
5. The buyer has the option of leaving a comment for any particularity of the order: delivery date, choice of balloon, etc. ...
6. The Buyer must check the box whether the order is a gift or not.
7. The Buyer has the option of making a comment to personalize the gift.
8. Then the Buyer must accept the general conditions of sale by checking the box “I have read the general conditions of sale and the Conditions of the Warsaw Convention”.
9. The buyer then clicks on “Continue my order”.
10. On the “Passengers” page, the Purchaser must fill in the fields of: Title, surname, first



name and weight of each of the holders of the flight tickets purchased.

11. On the “Payment” page, a summary of the order is displayed. The Buyer will then have to choose his method of payment.

12. Then the Buyer will proceed to payment.

13. On the “Confirmation” page, the Buyer again has a summary of his order and will be able to print this order.

The Buyer guarantees the Company the veracity of the information communicated when placing the order, in particular when creating an account, and undertakes to update the data concerning him, so that it is always true.

The Purchaser is informed that in the event of prolonged inactivity during the connection, it is possible that the selection of the flights, packages or products chosen is no longer guaranteed. In this case, the Buyer will have to start all over again from the beginning.

The Buyer is informed that he is responsible for all telecommunications costs allowing him to access the Internet.

If an error in the entry of information by the Purchaser should result in a delay in the delivery of the tickets ordered, the Company can in no way be held responsible.

4.2 Confirmation of the order

The Buyer will receive an order confirmation email, serving as an acknowledgment of receipt of the order.

Confirmation of the order will be sent to the email address provided by the Purchaser (subject to a valid email address) when creating his account and will be worth final validation of the order. The Buyer will no longer be able to go back to his order to modify it, once the order has been confirmed by the Company by email.

4.3 Delivery

Tickets, packages or products will be delivered to the address provided by the Purchaser during the

placing the order. The place of delivery may be located in Metropolitan France, in the French overseas departments and territories, and abroad. Delivery costs will be different and indicated when ordering for each destination.

When the order does not include decorative products, the Buyer may opt for e-ticket delivery by email, free of shipping costs.

We guarantee that your flight tickets are emailed to you within minutes of your payment (subject to a valid email address).

The delivery method will be as follows: simple postal mail except for “Balloonbox” packages sent by colissimo 48h (La Poste deadline).

The products sold are covered by a commercial guarantee aimed at ensuring their conformity and ensuring reimbursement of the purchase price, replacement or repair of goods. It does not cover defects caused by abnormal or faulty use or resulting from a cause unrelated to the intrinsic qualities of the products.

The foregoing provisions do not exclude the application of the legal guarantee of conformity of article L. 211-4 of the consumer code and of the guarantee against defects of the goods sold of articles 1641 and following of the civil code. . The buyer is expressly informed that the seller is not the producer of all of the products presented within the meaning of Law No. 98-389 of May 19, 1998 on liability for defective products.

5. Withdrawal

5.1 No right of withdrawal (Hamon Law) for the sale of hot air balloon tickets and tourist



packages entitled “Formulas”:

Since the Company is engaged in the sale of tourist packages and passenger transport, the Purchaser will not have the right of withdrawal, in accordance with the provisions of 5 ° and 9 ° of I of article L.121-16-1. of the Consumer Code (Hamon Law). The contract will therefore be considered final upon confirmation of the order by sending an email or post from the Company to the Buyer.

The ticket will then be neither refundable nor exchangeable with the exception of the “refundable” ticket under the conditions defined herein.

5.2 Right of withdrawal concerning decorative products and only those products sold on the site.

The Buyer has a right of withdrawal of fourteen (14) days from the delivery of his order as stipulated by the Hamon Law.

The Buyer may exercise his right of withdrawal from these decorative products:

- By using the form inserted at the end of these general conditions;
- Or by sending a letter to this effect to Société France Montgolfières, before the expiration of the aforementioned period, to the following address: 4 bis rue du Saussis – 21140 Semur-en-Auxois. The withdrawal letter must specify the surname, first name, address, order number of the Buyer and the products that the Buyer wishes to return to the Company.

A return number will then be communicated to the Buyer, who must affix it to the return package of the products.

If the Buyer exercises his right of withdrawal, he must return the products to the company, without undue delay and, at the latest, within fourteen (14) days of sending the company his decision to withdraw and will bear the postage costs of returning the products. The Buyer agrees to properly package the products so that they cannot be damaged during transport and will take full responsibility for them.

The Company will reimburse the Buyer upon receipt of the products in good condition.

6. Payment

The price of the services offered for sale is indicated in euros including VAT, VAT and air transport liability insurance include, and does not include any shipping costs. Shipping costs are added when ordering based on the ticket delivery address.

The price in euros excluding tax, the amount of taxes and shipping costs will be indicated on the “Shipping costs” page. The Company reserves the right to modify its prices at any time. The rate applicable to the Purchaser will be the rate in effect at the time of validation of the order.

Payment must be made by the Buyer using the following payment methods: Credit card, PayPal, Bank transfer or check, Holiday vouchers, Bitcoin.

For individual customers: full payment must be made when purchasing the ticket.

For groups of at least ten (10) people, the payment may be staggered over time with a payment of a deposit of thirty (30) percent on booking, the balance must be paid in full at least fifteen (15) days before the flight. The final number of participants will be determined on this date and will serve as the basis for final invoicing.

The validation of the order by click when the payment is made online entails the acceptance of the general conditions of sale, the recognition of having full knowledge of them and the waiver of its own conditions of purchase or other conditions. The click associated with the authentication and non-repudiation procedure and the protection of all messages constitutes an electronic signature. This electronic signature has value between the parties in the same way



as a handwritten signature throughout France. All the data provided and the recorded validation will constitute proof of the transaction. It is the customer's responsibility to ensure that their contact details, as well as those of their possible beneficiaries, are correct and that they allow them to receive the various order and delivery information. The order is to be executed as soon as possible and at the latest within 72 working hours after the actual receipt of payment (unless the customer requests otherwise). The customer is notified by e-mail as quickly as possible.

The customer is informed that in accordance with article L132-2 of the Monetary and Financial Code, the order or 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 or data related to its use, reorganization or judicial liquidation of the beneficiary.

7. Disputes

Any dispute, dispute, lack of payment or difficulty of any kind relating to our services will be subject to the jurisdiction of the Courts of Dijon, with the sole exception of cases subject to the rules of public order jurisdiction.

However, where applicable, according to article R631-3 of the Consumer Code: The consumer can seize either one of the jurisdictions having territorial jurisdiction under the Code of Civil Procedure, or the jurisdiction of the place where he was living at the time the conclusion of the contract or the occurrence of the harmful event.

7.1 Mediator

Providers of services related to travel, tourism, accommodation, recreation and transportation have internal complaint handling structures that customers should address in the event of a dispute.

However, when they persist, the different arising from the contracts concluded between the professional and the consumer may be the subject of optional and free mediation for the consumer.

Procedure for contacting a Mediator:

“The consumer must contact the internal department of the company, responsible for settling disputes in the event of disputes. In the absence of a satisfactory response or in the absence of a response within 60 days, the client can contact the Tourism and Travel ombudsman, whose contact details and referral procedures are available on his site: www.mtv.travel.

8. Flight reservation

Each holder of an open ticket indicating as the flight date the expiry date for the use of the ticket may book a flight on a date earlier than this one, indicating the desired day and time.

The flight can be booked, subject to availability:

1. On the Company's Site;
2. At the Company office, at the address: 4 bis rue du saussis – 21140 Semur-en-Auxois
3. By phone, +33 (0) 3 80 97 38 61.

The day before the scheduled flight date, in the morning or early afternoon, depending on the region chosen, the passenger must contact the pilot of his flight base by telephone, whose telephone number has been given to him. was communicated by email when booking between 24 and 12 hours before take-off. This call will allow him to have confirmation of the scheduled meeting time and place, and the feasibility of the flight depending on the weather conditions. In the event of meteorological uncertainty, he will be asked to contact the pilot



again later.

Confirmation of the flight is made at the number specified on the appointment confirmation email.

The Purchaser retains the option of changing the date of his flight free of charge until the third day preceding that date, subject to availability for the new date chosen.

After these 3 days, any cancellation will be impossible except:

- For health problem with presentation of a medical certificate
- For professional problem with employer's certificate

9. Cancellation of a flight

The hot air balloon flight is totally dependent on the weather. The Company, on the decision of its pilot, reserves the right to change the take-off site but also to cancel a flight until the time of take-off, due to bad weather conditions, unfavorable wind directions, technical incident involving the safety of the passengers as well as that of its pilot or if there is not a minimum of registered passengers.

The Company is not liable for any costs incurred by its customers in the event of cancellation of a flight by the Company. All tickets (unless otherwise specified) are valid for 2 x 7 months of flight (April to October).

France Montgolfières extends the validity to two years to cover two flight seasons regardless of the date of purchase of the ticket.

When the cancellation of a flight results from the Company's decision for meteorological or safety reasons related to the flight, the passenger must make a new reservation for another flight, in accordance with these general conditions and may not under any circumstances ***In this case, he will be reimbursed for the amount of his ticket, unless he has purchased a "refundable" ticket.***

Only the "refundable" ticket is refundable, within the validity limit of the ticket. In the event of cancellation of the flight for meteorological or safety reasons related to the flight.

He can be reimbursed on written request to the Company's office at the address: 4 bis rue du Saussis – 21140 Semur-en-Auxois.

a) Cancellation for individual customers: if the customer cancels within 72 hours of the flight or if the customer is not present on the day of the flight, the ticket will be considered to have been used up.

b) Cancellation for groups: the deposit or tickets will be fully returned to the customer in the event of cancellation up to 45 days before the service. If the cancellation occurs between 45 and 15 days before the flight only 50% will be returned. Tickets will be definitively acquired at France Montgolfières if the cancellation is made within 15 days before the flight.

10. Boarding conditions

No one has the right to board one of the Company's hot air balloons without being in possession of a valid and nominative flight ticket. The related invoice must be paid in advance by the passenger, a third party or a partner agency.

As a passenger air carrier, Société France Montgolfières is subject to the conditions stipulated in the Warsaw Convention. The pilots of Société France Montgolfières are the only masters on board and, as such, they have authority over all persons on board. They have the option of refusing to embark or disembark any person among the passengers who could present a danger to the safety, health or good order of the aircraft. Tickets will be considered consumed.



11. Flight conditions

As the flight is entirely subject to meteorology, the Company does not guarantee any circuit or route. The average flight time is one hour. The pilot reserves the right to modify the duration, the place of departure, the meeting time and everything concerning the flight. The missions are carried out in VFR flight (visual flight, as defined by the regulations of the Directorate General of Civil Aviation). France Hot Air Balloons is approved by the civil aviation for the public transport of passengers by decree of December 2, 1997.

The passenger must bring adequate clothing and footwear suitable for the activity. Heels are prohibited. Caps are recommended. Only small personal effects are accepted on board (cameras, handbag), excluding any baggage.

We recommend hiking clothing and flat walking shoes, practical, holding and protecting the feet well. Passengers must comply with the safety rules reminded by the Pilot before boarding. As such, it is strictly forbidden to smoke around and in the Balloon during the operations of inflation, flight and storage of the balloon.

12. Restrictions

The Company is not qualified to judge the physical condition and fitness of passengers for the flight. It is up to the passenger to take advice from whom it may concern. You cannot fly if you have a serious medical problem or have just had surgery without a medical certificate certifying that you are in good health.

The carrycots are not equipped with seats.

The following people are not allowed on flights:

- Pregnant women;
- Children under six years old or under 1.20m tall;
- Anyone under the influence of alcohol or drugs.

Children under twelve (12) years old must be accompanied by an adult with a maximum of one adult per five (5) children. It is and is the responsibility of accompanying adults to communicate the exact age of the child. People with a disability must be accompanied by a valid adult, it being noted that the hot air balloons do not have a door that can accommodate a person in a wheelchair.

Animals are prohibited in flight.

13. Insurance

The Company is covered for passengers during their hot air balloon flight, in accordance with the Civil Aviation Authorities, by the insurance company **AIG**, policy n ° 0000550925 represented by the broker **Atlantas**, 9 bd guist'hau, BP 51013, 44101 NANTES also in Professional Civil Liability of travel and accommodation operators by the **Generali**, 2 rue Pillet-Will, 75009 PARIS, Police N ° AP880057 and AM 981373.

The cost of insurance covering passengers under aircraft liability is included in the price of the ticket.

The risks are assumed for amounts comparable to those required by the Warsaw Convention in terms of passenger air transport.

Objects carried by passengers are not considered by the Company's insurance, nor damage to clothing, or in the event of willful injury or suicide, except in the case of proven fault of the Company. The Buyer must therefore be particularly vigilant about his personal effects.

Passengers are, however, free to take out additional insurance if they deem it necessary.

The company is an insured travel and accommodation operator.



14. Subcontractors

In each region, the company reserves the right to call on subcontractors to carry out hot air balloon flights. All the subcontracting partners are approved by the French Civil Aviation.

15. Provision of the Data Protection Act on personal data

In accordance with the Data Protection Act of January 6, 1978, the Purchaser has the right to access, rectify and delete data concerning him, by sending a written request to this effect to the following address: France Montgolfières, 4 bis rue du Saussis 21140 Semur-en-Auxois. The Company reserves the right to send the Buyer a newsletter as well as the Company's commercial offers or will inform him of special operations organized by the Company by e-mail sent to the address provided by the Buyer on the Site. If the Buyer no longer wishes to receive such offers, he may object at any time by sending an email to reservations@francemontgolfieres.com requesting the deletion of its address.

The Purchaser is invited to correct or update the data concerning him which is inaccurate, incomplete or obsolete, failing which his order could not be taken into account or honored on time, and the Company cannot engage its responsibility.

16. Intellectual property

The Site and its content, in particular the brands, logos, images, drawings, models, texts, photographs, graphic charts, databases are the exclusive, full and entire property of the France Montgolfières Company. . Any reproduction, representation, distribution, exploitation, marketing, use of any of the elements on the Site, or of all or part of the Site, is strictly prohibited.

The Buyer shall refrain from any act of counterfeiting, unfair or parasitic competition towards the Company.

17. Hyperlink

The insertion of a hypertext link to the Site requires the prior written consent of the Company. In any case, the link must point only to the home page of the Site.

18. Force majeure

The Company's obligations will be suspended in the event of force majeure, without the Buyer being able to engage the Company's liability.

Expressly, are considered as force majeure or fortuitous event, in addition to those usually retained by the jurisprudence of the French Courts and Tribunals: total or partial strikes, internal or external to the company, in particular of the postal services, lock-out, bad weather, epidemics, earthquake, fire, storm, flood, water damage, blocking of telecommunications means, Internet blocking, governmental or legal restrictions, legal or regulatory changes in forms of marketing, and any other independent case of the express will of the parties preventing the normal performance of this contract.

19. Internet limits

The Purchaser acknowledges being aware of the characteristics and limits of the Internet, the possible presence of viruses, and the possible misappropriation of Purchaser's data due to acts of hacking, for which the Company cannot be held responsible. The same applies in the event of difficulties accessing the Site or malfunctions of the Site, in particular linked to acts of



hacking. The Company reserves the right to interrupt services as part of maintenance operations.

20. Convention of proof

The Buyer acknowledges and accepts that the information contained in the Company’s computer systems have the same probative force as paper documents, with regard to the placing of the order by the Buyer and the acceptance of these general conditions.

21. Independence of the provisions of the general conditions

If any provision of these general conditions were to be declared null or inapplicable as a result of a court decision or the application of a law or regulation, the rest of the provisions of these general conditions will remain in force.

If these general conditions were to be translated, in case of doubt about the interpretation or the validity of their versions translated into another language, the French version will prevail.

22. Applicable law

These general conditions are subject to French law.

Annex – Withdrawal form, only for decorative products annexed to the flight ticket, not applicable for our flight tickets.

Please complete and return this form only if you wish to withdraw from the purchase of decorative products purchased at the same time as the flight ticket.

For the attention of France Montgolfières 4 bis rue du Saussis – 21140 Semur-en-Auxois; email: reservations@francemontgolfieres.com

I / we (*) you
hereby notify / notify (*) my / our (*) withdrawal from the contract
on the sale of the property (*) below:

.....
.....

Ordered on (*) / received on (*):

.....
.....

Name of consumer (s):

.....
.....

Address of consumer (s):

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.....

.....
.....

Signature of the consumer (s) (only in the event of notification of the
this form on paper):

Date:

(*) Cross out the unnecessary mention.