

Article 1: Purpose and Scope of Application

The purpose of these conditions is to define and govern the terms of execution by the Company 261 EXP S.A.R.L with capital of MGA 2,000,000.00 whose head office is located Lot III A 102 Tanjombato, Antananarivo 102, Madagascar, registered in the Register of Commerce and Companies under number 2023B00610 for the sale of tourist services visible on the website and associated applications

The Customer declares to have read all of these General Conditions of Sale, and where applicable the Special Conditions of Sale linked to a product or service, and to accept them without restriction or reservation. 261 EXP reserves the right to modify these terms at any time by publishing a new version on its website. The T&Cs applicable then are those in force on the date of payment (or the first payment in the event of multiple payments) of the order. These General Terms and Conditions can be consulted on the Company's website at the following address: www.261-exp.com

Article 2: Prior registration and reservation

Registration or reservation for a tour organized by 261EXP can be done at our Headquarters in Antananarivo, or by e-mail at contact@261-exp.com, whatsapp, messenger, by electronic form on this site Web. When booking, precise information concerning the customer (first and last names, dates of birth, flight details, etc.) is necessary and obligatory. Otherwise, we will not be able to process your request. The Client declares that he is able to contract legally or validly represent the natural or legal person for whom he is contracting. Final registration must be confirmed and validated in writing by 261 EXP after receipt of the requested deposit, after acceptance of the quote and after signing the conditions of sale of 261EXP. It is the customer's responsibility to verify the accuracy of the information communicated.

Article 3: Confirmation of the reservation

Confirmation of a trip implies acceptance of these general conditions of sale and must be accompanied by a deposit of 30% of the total price of the trip. In the event of late confirmation less than 30 days from the start date of the trip, the full price of the trip will be requested. Before confirming a trip, the participant must ensure that their physical condition is suitable for the planned trip. It is important to be healthy. 261

EXP cannot be held responsible in the event of physical insufficiency revealed during the trip.

Article 4: Payment condition

4-1: Price

The prices of the service are priced in Euros or US Dollars through the websites, per person or per Group or per Family. Only the services mentioned in the trip descriptions are included in the price. If 261 EXP reserves and invoices the domestic flights planned for the trip, the amounts will be expressed in Euros or US Dollars. These prices are priced per person or per group or per family.

4-2: Change in price

For exceptional reasons beyond its control, 261 EXP reserves the right to revise prices without possibility of cancellation, in order to take into account price increases particularly due to variations in the exchange rate of the local currency compared to the Euro or the US Dollar, the sudden increase in the price of fuel, the increase in the price of local suppliers. (Hotels, service providers, etc.)

4-3: Payment method

Deposit : At the time of booking, a deposit equal to 50% of the total trip price is required.

Pay : The balance in full will be paid 30 days before the start date of the trip. The customer who has not paid the balance on the agreed date is considered to have canceled his trip, without being able to claim reimbursement of the deposit paid. In the event of registration less than 30 days before departure, payment of the entire price is immediately due upon signing the sales contract. In the event of late confirmation less than 30 days before payment of the entire price is immediately due upon signing the sales contract. Means of payment : Payment will be made by bank transfer via our Bank in Madagascar, the details of which will be communicated to you at the time of confirmation of the trip or by other means of payment to be validated in advance with the agent 261.EXP. Proof of transfer must be sent by email booking@261-exp.com on the day of payment. Bank checks are not accepted.

Article 5: Cancellation, modification of the trip and cancellation fees

5-1: Cancellation by the Customer

If the customer must cancel his trip, the amounts already paid are refunded subject to the following penalties, excluding amounts already paid to

suppliers, depending on the date of cancellation:
NB: administrative fees of 50 Euros per person will be systematically withheld for any cancellation and bank charges for reimbursements are the responsibility of the customer.

More than 55 days before the start date of the trip:

-Reimbursement of 100% of amounts paid.

-54 to 45 days before the start date of the trip:
Reimbursement of 70% of amounts paid.

-From 44 to 30 days before the start date of the trip: Reimbursement of 50% of amounts paid.

-From 29 to 15 days before the start date of the trip:

-Reimbursement of 20% of amounts paid. 14 to 10 days before the start date of the trip:

-Reimbursement of 10% of amounts paid.

-Less than 9 days before the start date of the trip:
No refund.

5-2: Cancellation by 261 EXP

261 EXP cannot be held responsible for a failure to fulfill one of the obligations imposed on it by these conditions which would result from the occurrence of a case of "force majeure" described in article 8, 261 EXP reserves the right to cancel the trip. The customer then has the choice between the following refund without penalties excluding the amounts already paid to suppliers or accepting the modification or the replacement trip proposed by 261 EXP.

If cancellation is more than 90 days before the start date of the trip: 10% of the amount paid.

If cancellation 90 to 30 days before the start date of the trip: 20% of the amount paid.

From 29 to 20 days before the start date of the trip: 50% of the amount paid.

From 19 to 10 days before the start date of the trip: 75% of the amount paid.

Less than 9 days before the start date of the trip:
100% of the amount paid.

5-3: Modification of the trip

The Customer cannot, without our prior agreement, modify the progress of his trip. The modification costs will remain entirely his responsibility without him being able to claim reimbursement for the services from which he could not have benefited.

Article 6: Liability and Claims:

261 EXP will provide the necessary assistance to the Client in difficulty, directly or via the trip organizer and his local representative but will

decline all responsibility and cannot financially replace the Client if the non-compliance is attributable to him and in particular in the following cases : Costs generated for the loss of transport tickets by the Customer (fees and penalties for reissuing tickets and costs incurred particularly in the event of immobilization in the country) Debt contracted by the Customer with a third party (extra in hotels, etc.) Loss of identity documents or any other document essential for leaving the visited country. 261 EXP is automatically responsible for the proper execution of the obligations resulting from the travel contract.

The Customer is informed that 261 EXP cannot be held liable under any circumstances when the damage of an unforeseeable or inevitable nature is attributable either to the traveler, or to a third party unrelated to the provision of travel services, or to exceptional circumstances, and unavoidable conditions described in article 8.

It may happen, for reasons relating to the period, attendance or decisions of hoteliers on site, that there is an insufficient number of equipment at the places of stay or that certain activities are suspended.

261 EXP will not be liable in any way in the event of an incident occurring during services purchased outside of the contract and directly on site by the Client from an external service provider or resulting from a personal initiative of the Client.

261 EXP cannot be held responsible for thefts that may be committed in hotels or ships or during the trip. Precious objects and money must be deposited in the hotel safe if they have them or kept by the Customer himself under his own responsibility.

261 EXP cannot be held responsible for items or clothing lost or forgotten during a trip. The customer is invited to have the reasons for the malfunctions noted on site as soon as possible by the named representative of the organizer or carrier. Keep all original proof (certificates, invoices, supporting photographs, etc.).

Complaints of a commercial nature or relating to the quality of services must be sent to the Agency by registered mail with acknowledgment of receipt no later than 30 days after the end of the stay. These will be taken into consideration 261

EXP, as long as the Customer provides proof of having informed the local representative and that no solution has been found on site.

Only objective complaints relating to the contractual obligations of 261 EXP will be taken into account. Marketing questionnaires such as “tell us your impressions” cannot under any circumstances serve as a basis for expressing complaints and will not be processed as such. The response time may vary significantly depending on the duration of our investigation with the various service providers.

261 EXP cannot under any circumstances be held responsible for items forgotten by customers and cannot be responsible for their search or return.

Article 7: Assistance insurance and formalities

The customer must be insured for repatriation assistance for medical expenses and first aid abroad. It is the Customer's responsibility to ensure that they are in compliance with police, customs and health formalities and to obtain a visa before traveling. In all cases, the completion of these formalities remains the responsibility of the customer. The price of the trip and expenses cannot under any circumstances be reimbursed following failure to present the documents required by the authorities (passport, visa, exit authorization for minors, vaccination certificate, etc.)

Article 8: Force majeure

The liability of the company 261 EXP cannot be implemented if the non-execution or delay in the execution of one of its obligations described in these general conditions of sale results from a case of force majeure. As such, force majeure means any external, unpredictable and irresistible event (war, attack, riot, revolution, nuclear disaster, climatic or natural events such as cyclone, earthquake, etc.).

Article 9: Confidentiality

All information, commercial or of any nature whatsoever, that one of the parties may have collected about the other party, in any form whatsoever and in particular orally, in particular during meetings and interviews, are confidential. Each party undertakes, on the one hand, not to disclose or communicate to anyone all or part of this confidential information and, on the other hand, to take all measures to ensure that this confidentiality is preserved.

Article 10: Competent court Any dispute relating to the interpretation and execution of these general conditions of sale is subject to Malagasy law. Failing an amicable resolution, the dispute will be brought before the Antananarivo Court.

I declare that I have read the general conditions of sale and accept them.

The customer Last name and first names :
Signature (read and approved):