

GENERAL TERMS AND CONDITIONS OF SALE

The company Aéroports de la Côte d'Azur S.A ("ACA") manages and operates Nice Côte d'Azur and Cannes-Mandelieu airports ("Airports") and provides within this framework various services (the "Services") to its customers and users ("Clients"). Any provision of Services is subject to these general terms and conditions of sale ("Terms"), which take precedence over any other document, except for any specific contract expressly derogating. Any request and /or effective use of any Service implies therefore the acceptance of these Terms. As a part of this contractual relationship, the fact that ACA did not require the application of a law and/or of any provision of the Terms, either permanently or temporarily, may in no case be considered a waiver of the benefit of that law or clause.

1/ METHODS OF PAYMENT

Payment for services billed by ACA has to be made on maturity date and in one installment:

- by bank or postal check payable to « SA Aéroports de la Côte d'Azur » – « Nice » or « Cannes-Mandelieu ».
- by bank or postal transfer to « SA Aéroports de la Côte d'Azur Nice » - (account BNP Nice) as follows :
for Nice Airport : Bank Code : 30004 – location code : 02816 – account n°000 10017529 - Key :59 -- IBAN : FR76 3000 4028 1600 0100 1752 959 – BIC : BNPAFRPPMEE
- for transfers from abroad, Clients are required to provide "fee charged to the sender"
- by direct debit from bank or postal account, by credit card on site or remotely,
- by payment in cash (Euros) within the limits of legal amounts

2/ SETTLEMENT LIMITS:

Invoices are payable within 30 days from their date of issue. The non-contestation of the invoice within 15 days after its receipt by the Client implies his final acceptance. No discount for early payment shall be granted.

3/ SANCTIONS AGAINST DELAY OR NON-PAYMENT:

3.1 Late payment interest, legal recovery fees and litigation costs:

The simple observation of any case of delay or non-payment, regarding all or part of an invoice, will generate the application of penalties for late payment, payable from the day following the settlement date mentioned on the invoice, at the fixed annual rate of 12 % without the need for any prior notice. Notwithstanding any penalty provided in any specific contract of Services entered into between the parties, the Client will also be required to pay a legal lump sum of € 40 (excluding tax) for recovery costs (as provided by law according to article L.441-6 of the French Commercial Code) and a fee to cover the costs of treatment of unpaid files by ACA's litigation department.

3.2 Cancellation of advantages and due payment

In case of delay or non-payment, regarding all or part of an invoice, ACA will immediately and irreversibly cancel any discount, rebate or any reductions possibly agreed to the Client and/or in parallel pronounce the acceleration of the maturity and require the immediate payment of any other invoice issued to the said Client. All associated costs to this procedure shall be at the expense of the Client. The payments where recovery is processed through litigation will be allocated in priority to the oldest invoices.

3.3 Non-execution exception – Precautionary seizure

ACA reserves the right to stop the provision of any Services to a Client who does not execute its payment obligations, unless this Client provides ACA with reliable financial guarantees and/or a cash settlement. Notwithstanding the interest on arrears and prosecution costs, ACA will conduct any precautionary seizure in accordance with the laws and regulations in order to guarantee any due payment, including if necessary the seizure of any aircraft.

3.4. Compensation

ACA will automatically proceed to the compensation of any existing mutual debts between the Client and ACA, since they meet the legal requirements of fungibility, liquidity and due payment (according to French law). The Client is informed that all operations performed in accordance of any contracts and/or agreements entered in force between the Parties may be subject to compensation by ACA after which only the balance will be due.

3.5 Termination of the contract

In case of breach by either party of any of its obligations, the present contractual relationship may be terminated as of right by either of the parties, thirty (30) days following receipt by registered letter with acknowledgment of receipt of a formal notice remained unsuccessful. Termination purpose of this article is without prejudice of the actions that the law or the contract allows the one or other of the parties in such cases, including any claims for damages. Amounts received in exchange for services rendered are then not refundable except in cases of force majeure or termination for ACA's fault. If necessary, ACA also reserves the right to decide in good faith to have the contract rescinded in case of serious breach of the Client's obligation to pay on time.

4/ INTELLECTUAL PROPERTY RIGHTS

ACA retain all intellectual property rights attached to the Services. Any reproduction, representation or distribution of all or part of the elements covered by these rights (documents, media, logo etc.) is strictly prohibited without prior and express authorization of ACA.

5/ APPLICABLE LAW - COURTS - LANGUAGE

These Terms and any dispute relating to Services provided by ACA are subject to French law and the exclusive competence of the courts of Nice. In case of conflict between a translated version of the Terms and the French version, only the latter shall prevail between the parties.

6/ MEDIATION – CONSUMERS RIGHTS

In accordance with the Consumer Code, each consumer shall be entitled to free recourse in relation to any contractual dispute with ACA offered by the Consumer Mediator designated hereinbelow: MTV Médiation Tourisme Voyage, BP 80 303 - 75 823 Paris Cedex 17, www.mtv.travel. A case may only be referred to the mediator provided that the consumer has first attempted to settle the dispute directly with ACA by submitting a claim in writing and failing to receive a satisfactory response within 60 days with effect from the date of receipt of the initial claim (the complete mediation referral process is available on its website: www.mtv.travel).