

General Terms of Sale of Tours by Ecoconut Tours Inc.

These general terms of sale describe both terms and conditions applicable, on the one side, to Ecoconut Tours Inc., a tour operator located in Cebu, devoted to developing ecotourism and responsible tourism in close cooperation with the local communities and the DENR of the Philippines (hereinafter referred to as "**Ecoconut**"); and, on the other side, to any customer, individual or corporation, willing to book a tour using the www.ecoconut.fr website (hereinafter referred to as "**The Customer**").

1 - Purpose

The tours listed on the www.ecoconut.fr website are proposed to **The Customer** conditioned upon the acceptance without modification of any/all the terms, conditions, and notices set forth below. By booking in any manner a tour provided by **Ecoconut**, **The Customer** agrees to be bound by these general terms of sale. These general terms of sale shall prevail over any other terms or conditions not expressly formerly agreed by **Ecoconut**. **Ecoconut** reserves the right to implement changes to the www.ecoconut.fr website and/or to these general terms of sale at any time without prior notice. The applicable terms and conditions are the one set forth below at the date of the booking by **The Customer**.

2 – Description of the Tours

The tours proposed by Ecoconut are described on the www.ecoconut.fr website. This description is provided for information purposes only; the tours may notably change due to unforeseen changes in local conditions.

3 - Pricing

The prices listed on the www.ecoconut.fr website include all taxes and are in local currency (Philippines Pesos - PHP). The applicable taxes are those imposed by any government entity or body in connection with the tours, as of the date of the booking; the pricing of the tours might be updated according to any tax modifications. These prices do not include any transportation before departure of the tours.

4 - Booking

Ecoconut reserves the right to refuse the booking of **The Customer** in case of an outstanding payment for a previous tour or previous booking (example: non-payment from a bad check; non-authorization received for a credit card). The booking confirmation shall mean that **The Customer** has read, understood and accepted these general terms of sale and that these general terms of sale shall have precedence at all times and in all circumstances over any conditions that **The Customer** may be in the practice of using. The information provided by **The Customer** to **Ecoconut** and the booking confirmation even sent via email, shall be binding for **The Customer**.

5 - Payment

The payment of a non-refundable reservation guarantee deposit of 40 US\$ of the total Tour charge secures **The Customer** reservation. This deposit provides **The Customer** with the assurance that the Tour is safely reserved. Full payment of the remainder will be requested at the desk or in the harbor before departure of the Tour. Credit card payments can be done and secured using PayPal. **The Customer**'s bank account will be debited without any extra delay in case of credit card payment. When **The Customer** is a corporation, the corresponding invoice will then be sent by **Ecoconut**. When the payment of the non-refundable deposit is made by a check, the booking will only be confirmed after the check is received by **Ecoconut**.

6 - Liability

Ecoconut shall undertake its best effort for organizing the tours. Ecoconut shall not be liable for any damage due to the use of the Internet or any injury or damage resulting from the non respect of the tours safety instruction.

7 – Copyright and trademark notices

All contents of the www.ecoconut.fr website are ©2008 **Ecoconut** Tours Inc. All Rights Reserved. The brand, the logo and all other information displayed on this site are registered and may not be copied, imitated or used, in whole or in part, without the prior written permission of **Ecoconut**.

8 – Governing Law

These general terms of sale are governed by the laws of the Philippines Republic. For any dispute arising out of, or relating to these general terms of sale, a private arrangement shall constitute a condition precedent to the right of any party to commence arbitration proceedings pursuant hereto.