

STANDARD TERMS AND CONDITIONS OF SALE OF HARMONY COLLECTION GIFT CERTIFICATE

The Harmony Collection Gift Certificates in Euro or in Moroccan Dirhams, hereinafter referred to as "Harmony Collection Gift Certificates", are sold through PARTNERS HOTELS, a Moroccan S.A.R.L. with a capital of Moroccan Dirhams 1.450.000,00, whose Commercial Register RC 144465, having its headquarters at 24, boulevard Rachidi – 20000 CASABLANCA – MOROCCO, phone : +212 22 26 36 10 Fax : +212 22 29 52 90 E-mail : info@harmony-collection.com

These Standard Terms and Conditions of Sale apply to sales of Harmony Collection Gift Certificates, both in Morocco and in other countries.

Article 1 – Application of the Standard Terms and Conditions of Sale

The Standard Terms and Conditions of Sale must be available online and downloadable for any client. They are sent by post, e-mail or fax to any client who requests them or places an order. Consequently, the placement of an order shall imply full acceptance, without any reservation, of the Standard Terms and Conditions of Sale by the client, to the exclusion of all other documents such as brochures and catalogues issued by PARTNERS HOTELS SARL, which have an indicative value only.

No special terms and conditions shall prevail over these standard terms and conditions unless this has been formally accepted by PARTNERS HOTELS SARL in writing.

Any term or condition to the contrary enforced by the client cannot, therefore, be enforced against PARTNERS HOTELS SARL regardless of when it comes to its knowledge unless it is expressly accepted by PARTNERS HOTELS SARL. The fact that PARTNERS HOTELS SARL does not enforce any of these Standard Terms and Conditions of Sale at a certain time may not be interpreted as a waiver of any subsequent enforcement of any of these terms and conditions.

Article 2 – Scope of application of these Standard Terms and Conditions of Sale and procedures governing the use of the products

These Standard Terms and Conditions of Sale shall apply to all sales concluded by PARTNERS HOTELS SARL vis à vis clients and concern the Harmony Collection Gift Certificates. The Gift Certificates of Harmony Collection :

- may not be exchanged as a whole or in part for cash.
- shall be under the full responsibility of the holder, particularly in the event of loss or theft.
- must be used during their period of validity.

After the expiry of the validity date, they may no longer be reimbursed or used.

- bear a double numbering and mention of the validity duration of two years from the date of issue.

The Harmony Collection Gift Certificates in Euro or Moroccan Dirhams :

- are valid and may be cumulated in all the properties which are members of the Harmony Collection Hotel Group, displayed on the website www.harmony-collection.com and the guide of the ongoing calendar year. However, in order to avoid any confusion, the list of the participants hotels is written on the certificates back.

- may only be replaced by a service of a value equivalent to the one stated on the front in Euro or in Moroccan Dirhams. In the event that the service cannot be fully settled by means of Harmony Collection Gift Certificates, the difference must be paid to the property subject to the usual terms and conditions.

Article 3 – Modification of the order

The orders shall not be final and definitive unless the full price has been paid by the client, who is deemed to have taken note of these Standard Terms and Conditions. PARTNERS HOTELS SARL shall not be bound by the orders taken by its representatives or employees unless a written and signed confirmation and full payment of the price have been received from the client.

Since the shipment of the Harmony Collection Gift Certificates are dispatched as soon as the client has paid the amount due, subject to the risk and at the expense of the client, no cancellation of any order can be accepted, except in the cases covered by articles 4, 5 and 6 below.

Article 4 – Delivery

4.1 Procedures

Delivery shall be made after receipt of the full payment of the amount due:

- either by direct handing over of the Gift Certificate to the client on its collection at a sales outlet.
- or by mailing at the expense of the client. The client shall decide whether the order is to be sent, at the client's option and at his expense, to his personal address or directly to the beneficiaries designated and identified by name.

The transport risk shall be assumed by the buyer who, in the event of damage to the shipment or missing items, shall state his reservations on the delivery note and confirm them, within three days of delivery, by registered mail with acknowledgement of receipt sent to the forwarder.

4.2 Delivery periods

Delivery of the available Harmony Collection Gift Certificates to individual clients shall be made for all orders exceeding Euros 300 within a maximum of 30 days of receipt of the order form and the amount due by the commercial department of PARTNERS HOTELS SARL.

Any failure to deliver within the fixed delivery period shall result in the refunding of the price paid upon placement of the order, to the exclusion of any other compensation or damages. The client may not repudiate the contract if the delivery period has been exceeded by PARTNERS HOTELS SARL because of a case of force majeure or a failing of the postal services. The following shall be deemed to be cases of force majeure releasing PARTNERS HOTELS SARL from its obligation to deliver: war, attacks, riots, fire, strike, accidents in Morocco or in the country of delivery or order or impossibility for PARTNERS HOTELS SARL to be delivered itself.

At any rate, delivery can only be made within the due period of time if the client has fulfilled all his obligations vis à vis PARTNERS HOTELS SARL, regardless of the underlying reasons.

Article 5 – Reception

Notwithstanding the measures to be taken vis à vis the forwarder, any complaints concerning lack of conformity of a Harmony Collection Gift Certificate delivered with the ordered product must be formulated in writing and sent by registered mail with acknowledgement of receipt to PARTNERS HOTELS SARL within eight days of receipt of the Harmony Collection Gift Certificates.

The client shall be responsible for producing concrete evidence of the anomalies detected. He shall give the PARTNERS HOTELS SARL commercial department all the means needed in order to establish and remedy such anomalies and shall provide PARTNERS HOTELS SARL, more particularly, with all certificates and proofs.

Article 6 – Returns

6.1 Procedures

Any returns of Harmony Collection Gift Certificates which are not in conformity must be subject to a formal agreement between PARTNERS HOTELS SARL and the client. Any product returned without said agreement shall be kept at the disposal of the client and shall not lead to any credit entry. The costs and risks involved in said returns shall always be borne by the client. By contrast, any Harmony Collection Gift Certificates purchased which do not have any defect in terms of their delivery, shall not under any circumstances be reimbursed or extended.

6.2 Consequences

In the event of non-conformity of the delivered Harmony Collection Gift Certificates, duly established by PARTNERS HOTELS SARL under the conditions stated above, the client shall be entitled to choose between a free of charge replacement or a reimbursement, to the exclusion of any compensation or damages.

Article 7 – Price and invoicing

7.1 Price

The prices are stated in Euro or in Moroccan Dirhams including tax and including postage on the website www.harmony-collection.com, "Order Forms – Gift Certificates". The products shall be delivered at the price applicable when the order is placed. Any postage shall be at the expense of the client. PARTNERS

HOTELS SARL shall pay the Harmony Collection Gift Certificates directly to the member properties of the Harmony Collection Hotel Group.

7.2 Invoicing

An invoice shall be prepared for each delivery and submitted on delivery.

Article 8 - Payment

The acquisition of the Harmony Collection Gift Certificates shall be by payment of the applicable price in accordance with the price scale on the order form by the client. The Harmony Collection special offers and Gift Certificates as well as any handling fees must be paid in cash. The invoice shall be prepared in Moroccan Dirhams. The Harmony Collection Gift Certificates are payments to order and for account and are not, therefore, subject to VAT. Only handling fees, the guides and the pouches shall be subject to VAT. The price must be fully paid in cash and the delivery of the order shall be subject to such payment. It must be received by PARTNERS HOTELS SARL no later than 1 (one) month after placement of the order. After that date the order shall be automatically cancelled.

Article 9 – Intellectual property

The names and designations Harmony Collection, the design and the logo are protected by a trademark as well as designs and models officially registered with the Moroccan Office for Industrial and Commercial Property Rights (OMPIC). They enjoy legal protection in respect of any unlawful use, and, more particularly, against any utilisation made without the authorisation of PARTNERS HOTELS SARL.

Article 10 – Severability

If any clause of these Standard Terms and Conditions of Sale is declared null and void, such declaration shall not in any way affect the validity and enforceability of the other provisions of the Standard Terms and Conditions of Sale.

Article 11 – Confidentiality of data

The individual names furnished by the client shall not be disclosed to third parties; unless the client expressly objects to it, they shall be integrated into the client database of PARTNERS HOTELS SARL. The client shall at all times have a right to access and correct such information. In order to exercise such right, it shall be sufficient for him to contact the customer relations department of the company.

Article 12 – Applicable law - Place of Jurisdiction

All clauses included in these Standard Terms and Conditions of Sale as well as all buying and selling transactions covered by them, shall be governed by Moroccan law. The contractual information is presented in French and the Gift Certificates offered for sale by Harmony Collection are in conformity with the Moroccan laws and regulations. If necessary, any foreign client shall have to check with his local authorities whether the product he plans to order may be used. PARTNERS HOTELS SARL may not be held liable in the event of failure to comply with the rules and regulations of the foreign country to which the Harmony Collection Gift Certificates are delivered.

In case of litigation concerning the validity, interpretation or execution of all or part of these Standard Terms and Conditions of Sale, the courts of Casablanca, Morocco, shall have sole jurisdiction.