

Presentation

Aegide International is a specialist consulting firm and training organization in the health, safety and environmental professions. Its head office is located at the following address: Perspective Building, 2 rue du Jardin de l'Ars - 33800 Bordeaux.

Aegide International designs, sells, organizes and facilitates adult professional training to businesses and individuals, under educational modalities that may include classroom-based and/or distance learning.

In France, Aegide International operates as an approved vocational training organization under approval No. 75331043033.

Definitions

In the following paragraphs, the following terms have the following definitions:

- **Training Provider:** all entities belonging to **Aegide International S.A.S.** and its affiliates.
- **Client(s):** any individual or legal person who registers, orders or purchases training from the **Training Provider**.
- **Trainee(s):** any individual who attends a training session led by the **Training Provider**.
- **Service(s):** the entire scope of work related to training courses ordered by the **Client** including distance or classroom-based training, and off the shelf programs as well as customized modules, whether delivered on an inter or intra-company basis.
- **GCS:** the general terms and conditions of sale detailed below.
- **Specific Conditions of Sale:** the specific provisions of the **Services** contracted in writing with a **Client** in the form of a Framework Agreement, a Purchase Order, or a Training Agreement.
- **OPCO:** the state-appointed agencies responsible for managing and financing companies' professional training efforts in France.

Object and Scope

These **GCS** apply to all training **Services** undertaken by the **Training Provider** on behalf of a **Client**. Any training purchased implies the full and unqualified acceptance by the **Client** of these **GCS**. These **GCS** prevail over any other **Client** document, and in particular on all the **Client's** Standard General Terms of Purchase, unless otherwise agreed upon by the **Training Provider** in writing.

Contractual Documents

The **Training Provider** must provide the **Client** with a contract or vocational training agreement in accordance with the provisions of Article L. 6313-1 and L. 6353-1 of the French Labour Code. The **Client** undertakes to return a signed copy of this document with his or her commercial stamp or signature to the **Training Provider** as soon as possible. The **Training Provider** also provides the **Client** with a formal price quote, to be signed alongside these GCS, a copy of the **Training Provider's** Internal Training Regulations, and a registration form to be completed by each individual **Trainees**.

Conditions of Achievement

In the case of inter-company training sessions, a convocation specifying the timetables, location and means of access will be addressed to the **Client**. The **Client** will be responsible for passing on this information to each **Trainee** under its responsibility. In the case of intra-company training, a signed purchase order will serve as confirmation that the **Services** have been approved, and the **Client** will be responsible for providing the required information for the appointed **Trainees** to attend. On site, Trainees are invited to sign an attendance sheet, which will be used to establish a certificate of attendance that is given or sent to the **Client** once the training session has been completed.

In the case of intra-company training carried out on the **Client's** premises, the **Client** is required to:

- Appoint a qualified representative to accompany the Aegide International trainer and provide the required means of access to the Site
- To inform the **Training Provider** of the site's specific HSE requirements (Company's Internal Safety Regulations) with regards to the protection of persons and the prevention of occupational risks (as per French Decree D92-158 of 20 February 1992).
- Provide the necessary equipment and means for training: training room equipped with tables and chairs, a whiteboard and markers, power sockets (for video projector and laptop) as well as an Internet connection with sufficient speed. The necessary equipment will be further specified in the **Training Provider's** technical offer or in the **Specific Conditions of Sale**.

Each **Trainee** is provided the opportunity to provide feedback on the **Service** via a satisfaction survey. A training attendance certificate is also issued for each **Trainee** upon completion of each training course.

Financial Terms and Payment

The details of the **Services** provided and the corresponding rates are indicated in the price quotes in Euros and are to be increased by the VAT rate currently in force in France, unless otherwise stipulated. Any **Service** which has begun is due in full by the **Client**, whether **Trainee(s)** attend until the end or not.

The full price of the **Service** as provided in the price quote must be paid up front by the **Client**, unless otherwise stipulated in the **Specific Conditions of Sale**. When the down payment does not cover the full amount of the **Service**, the balance and, when applicable, billable charges are invoiced to the **Client** upon completion of the **Service**. Payments must be made by bank transfer.

Invoices are payable no later than 30 days from the invoice date, net and without discount unless otherwise specified on the invoice.

If any payment is not paid when due, the **Client** agrees to pay the **Training Provider** a late payment interest equal to three times the statutory interest rate.

These penalties are due as soon as the **Client** has received a formal notice in writing from the **Training Provider** that the late payment interests have been incurred.

In addition to the interest charged for late payment, the **Client** will be liable for a lump sum payment of 40 euros for the associated collection costs in accordance with Articles L. 441-6 D441-5 of the French Commercial Code. The **Training Provider** however reserves the right to claim additional compensation, when the actual costs are greater than this amount.

Payment by an OPCO

When payment for the **Service** is made by an OPCO, it is the **Client's** responsibility to apply to secure financing from the OPCO, and provide the **Training Provider** with the required documents within the established registration timelines. If the OPCO does not cover the full amount of the **Service**, the difference will be invoiced directly to the **Client**. If the OPCO's financing agreement has not been provided on the day on which the **Service** begins, the **Client** will be liable for payment of the full amount of the **Services**. Should the OPCO fail to pay for the **Services**, whatever the cause, the **Client** will be liable for payment of the outstanding amounts. Any **Service** that has commenced is considered to be due in its entirety.

Cancellation, Absence or Interruptions

All **Services** that have commenced are payable in full and will be billed to the **Client** in their entirety.

Furthermore, in the event that a training course is cancelled by the **Client**, the following cancellation fees will apply:

- if the cancellation occurs more than 30 working days before the start of the **Service**: no cancellation fee will be applied
- if the cancellation occurs between 15 and 30 working days before the start of the **Service**: the cancellation fee will be equal to 50% of the **Service** value, and all costs incurred by the **Training Provider** in preparation of the **Service** will be back charged to the **Client** at cost plus a 10% administrative fee, unless otherwise stipulated in the **Specific Conditions of Sale**.
- if the cancellation occurs less than 15 working days before the start of the training: the cancellation fee is equal to 100% of the value of the **Services** and the costs incurred by the **Provider** are back charged to the **Client** at cost plus a 10% administrative charge, unless otherwise stipulated in the **Specific Conditions of Sale**.

Staff and adjournment

To promote the best learning conditions, the number of **Trainees** in each course is limited. The course size is determined for each training according to the training objectives and the teaching methods that have been retained for the course.

In the case of inter-company training sessions, **Client** registrations are taken into account in their order of submission. The issuance of a price quote does not equate to formal **Trainee** registration. Only price quotes which have been duly filled out, dated, stamped, signed, and returned to the **Training Provider** have contractual value.

Once the course size limits have been reached, registrations for that training course are closed. The **Training Provider** can then suggest to **Clients** to register **Trainee(s)** for a new training session at a different date, or be placed on a wait list. In the event that the number of participants is insufficient to ensure the proper delivery of the training course, the **Training Provider** reserves the possibility of adjourning the training session no later than one week prior to the scheduled date and without financial compensation.

Force Majeure

The **Training Provider** cannot be held liable by the **Client** for a failure to perform its obligations if such failure is the result of a Force Majeure event. A Force Majeure Event means any cause beyond the reasonable control of the **Training Provider** that could not, by reasonable diligence, be avoided, including, but not limited to, acts of God, acts of war, natural disasters, fires, strikes, social conflicts and any event usually recognized by the jurisprudence of French courts and tribunals as a Force Majeure event.

Responsibilities

The **Client** and the **Training Provider** hereby agree to defend and hold the other party harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages arising out any damage caused to their physical property and/or facilities, regardless of the cause, even if said cause arises from the willful misconduct or negligence of the other Party. The **Client** and the **Training Provider** hereby agree to defend and hold the other party harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages arising out any loss or damage to the property of their respective personnel or for any harm, illness or death of their respective personnel regardless of the cause, even if said cause arises from the willful misconduct or negligence of the other Party.

The **Client** and the **Training Provider** hereby agree to defend and hold the other party harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages arising out any specific damage or loss, direct or indirect, such as loss of contracts, loss of profit, loss of production or any downtime, even if said cause arises from the willful misconduct or negligence of the other Party.

The **Client** and the **Training Provider** hereby agree to defend and hold the other party harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages arising out any direct or indirect loss or injury to a third party, regardless of the cause, even if said cause arises from the willful misconduct or negligence of the other Party.

Intellectual property

All the presentations, contents and educational materials, whatever their form (paper, digital, oral), used by the **Training Provider**, or given to **Trainees** for the purposes of the training course they attend, constitute original works and as such are protected by intellectual property rights.

Unless otherwise stipulated, the **Client** and their **Trainees** agree to avoid using, transmitting, reproducing, exploiting or transforming all or part of these documents, without the prior written agreement of the Training Provider. This prohibition relates, in particular, to any potential use made by the **Client** and their **Trainee(s)** of protected material for the facilitation or running of training sessions.

In the case of a **Service** that includes the design of customized training modules on behalf of the **Client**, the rights to reproduce, use, disseminate, adapt, modify and operate the training materials are defined between the parties in the **Specific Conditions of Sale**. These rights may be transferred by the **Training Provider** to the **Client** on condition that the **Client** has paid the total amounts owed by the **Client** for the purchase of such rights.

Personal Data Protection

Refer to our GDPR Policy: <https://www.aegide-international.com/datas.html>

In accordance with the amended "Computer and Freedoms" Act of 6 January 1978 and the European Regulation No. 2016/679/EU of 27 April 2016 (applicable from 25 May 2018), **Clients** and **Trainees** have the right to be informed, to access, to rectification, to erasure, to restrict processing, to data portability, to object and rights in relation to automated decision making and profiling. They may also, for legitimate reasons, object to the processing of their data. Anyone can, subject to providing valid proof of identity, exercise their rights by contacting: qualite@aegide-international.com.

Law applicable and competent jurisdiction

These **GCS**, the **Special Conditions of Sale** and all relations between the **Training Provider** and its **Clients** are governed by French law.

Any disputes that cannot be amicably settled out of court will be the exclusive jurisdiction of the Bordeaux Commercial Court.