

GENERAL TERMS AND CONDITIONS OF SALE OF TRAINING SERVICES

I. Purpose

These general terms and conditions of sale detail the rights and obligations of Association Bernard Gregory, hereinafter referred to as "ABG" (RCS PARIS 322 548 314) and its client in the context of the sale of custom-made training services on the premises of ABG, of any third party and/or remotely, including or not digital modules.

Any training service provided by ABG therefore implies the Client's unreserved adherence to these general terms and conditions of sale.

II. Ordering terms

In order to confirm the training order, the Client must return a **dated and signed** purchase order or quote stamped by the company **to ABG (or, if applicable, a copy of the dated and signed training agreement)** no later than 15 days before the start of the training.

All orders are firm and definitive.

The Client undertakes to respect the number of participants (minimum and maximum) planned.

III. Conditions of implementation

As part of its services, ABG is bound by an obligation of means and not of result towards its clients or trainees. He or she may be assisted by an external service provider who will remain at his or her sole expense.

Any order for one or more training modules implies the Client's acceptance of the internal rules applicable to ABG trainees. These rules are available on the ABG website.

The cancellation or postponement of a session must be requested at the latest 15 days before the scheduled start of the training. In the event of cancellation that does not comply with this deadline, the service will be due in full by the Client.

ABG may ask the trainees for the documents necessary for the smooth running of the training (CV, questionnaires, others). **In the event that the Client has not communicated to ABG no later than 7 days before the start of the training the identity of the trainees (SURNAME, First Name) and their email address, the Client undertakes to relay the ABG's request to the trainees and to return them (or have them returned) to ABG within the requested deadlines.**

IV. Training arrangements

ABG is free to use the teaching methods and tools of its choice. They fall solely within its authority.

Participants in training courses carried out by ABG are required to comply with the internal regulations mentioned in paragraph III hereof. These rules must be brought to their attention by the Client at the time of their registration.

V. Pricing

The prices of the services sold are those in force on the day the order is placed. They are denominated in euros and calculated excluding taxes. As a result, they will be increased by the VAT rate applicable on the day of the order.

ABG reserves the right to change its prices at any time. However, it undertakes to invoice the services ordered at the prices indicated when the order was registered. The validity period of a pro-forma is 1 month from its date of issue.

VI. Discount

No discount will be granted in case of early payment.

VII. Payment terms and conditions

Invoices will be payable in Euros upon receipt and at the latest within 30 days from their date of issue by bank transfer, cheque or credit card.

VIII. Late payment

In the event of total or partial non-payment of the services, the buyer must pay ABG a fixed indemnity of €40 including VAT as well as a late payment penalty equal to three times the legal interest rate, in accordance with Articles L441.3 and L441.6 of the French Commercial Code, without any prior notice being necessary.

If the recovery costs were to be higher than the fixed compensation provided, an additional indemnity will be claimed upon justification.

In the event of **default or delay in payment**, ABG reserves the right to:

- **suspend or refuse any new orders** until the account has been fully settled.
- **suspend the performance of any future services** (training sessions, or any other delivery) forming part of the order or contract concerned, **as long as the previous invoices for the same order or contract are not honoured.**

In both cases, the Client will not be entitled to **any compensation, credit note or refund**, for whatever reason. Any subsequent settlement will be charged as a priority to the extinguishment of the oldest debt.

IX. Force majeure

ABG cannot be held liable to its clients or trainees in the event of non-performance of its obligations resulting from an unforeseeable event or force majeure. In addition to those usually recognised by case law, the following are considered to be fortuitous events or force majeure: the illness or accident of a lecturer or educational manager, strikes or industrial disputes external to ABG, natural disasters, fires, interruption of telecommunications, energy supply or transport of any kind, or any other circumstance beyond the reasonable control of ABG.

X. Intellectual property and copyright

It is expressly agreed that any information disclosed by ABG as part of or on the occasion of the training must be considered confidential and may not be communicated to third parties or used for a purpose other than that of the training, without the prior written consent of ABG.

Educational documentation, whether on paper or digital, given during training courses or accessible online is protected by the Intellectual Property Code and may only be used for strictly personal use.

It is forbidden to reproduce and/or distribute, in whole or in part, this documentation in any way whatsoever.

Any use other than that intended for the purposes of the training is subject to prior authorisation by ABG, under penalty of legal proceedings.

The Client also undertakes not to directly or indirectly compete with ABG by assigning or communicating these documents.

XI. Protection of personal data

ABG takes the respect for the privacy and protection of its Customers' personal data very seriously and undertakes to implement appropriate measures to ensure the protection of personal data (hereinafter the "Data") and to process and use such data in compliance with the applicable provisions and in particular European Regulation 2016/679 of 27 April 2016 and Law No. 78-17 as amended by 6 January 1978, known as the "Data Protection Act" (hereinafter the "Applicable provisions").

Therefore, ABG undertakes to:

- collect and process the Data of the Client and/or training participants only for the strict purpose of its training activity;
- not to keep their Data for more than three (3) years to comply with legal obligations, resolve any disputes and enforce contractual commitments;
- delete or modify this Data at the simple request of the data subjects to: dpo@abg.asso.fr;
- in the event of subcontracting, ABG is committed to ensuring that its subcontractors comply with all its commitments in terms of security and protection of personal data;
- Finally, in the event that the personal data is transferred outside the European Union, it is recalled that this cannot be done without the consent of the Client and/or the natural person concerned.

XII. Competent court

Any dispute relating to the interpretation and execution of these general terms and conditions of sale is subject to French law. In the absence of an amicable resolution, the dispute will be brought before the Commercial Court of Paris.

XIII. General provisions

If any of the clauses of the T&Cs are declared null and void, it will be deemed unwritten but will not result in the nullity of these T&Cs or the training concerned.

The fact of not claiming the application of one of the provisions of the T&Cs or acquiescing in its non-performance, permanently or temporarily, cannot be interpreted as a waiver of its application.