

GENERAL SALES CONDITIONS

Public courses

1 – PURPOSE AND SCOPE

The purpose of these General Sales Conditions (GSC) is to define the general conditions for taking part in public training sessions organized by IFP Training.

All customer enrolments are considered as accepted orders as soon as the enrolment confirmation issued by IFP Training has been received and implies their full commitment to these conditions which prevail over all other Customer documents, including general purchasing conditions.

2 – ENROLMENT AND ORDER PROCEDURES

All inscriptions to training sessions shall be carried out 3 weeks prior to the session start date. IFP Training reserves the possibility of accepting late enrolment.

The number of participants per session is limited.

Enrolment will be confirmed once the organizing centre receives a filled in enrolment form via email, fax or mail. Incomplete enrolment forms will not be accepted.

Enrolment will be final once payment has been received in full, or once an acceptance certificate from a certified organization has been received.

3 – ENROLMENT CONFIRMATION – INVITATION OF PARTICIPANTS

If the entire cost of the session is not paid 2 weeks before the training begins, IFP Training reserves the right to free up the places booked by the Customer after informing them. IFP Training will, at least 2 weeks prior to the start of the session, send a letter to the Customer designated on the form, confirming their enrolment. A personal invitation for the Participant is attached to the letter and provides all practical information on the session (schedule, directions, etc.) and any other specifications.

4 – PRICE – INVOICING AND PAYMENT

PRICE: Enrolment fees cover training (teaching, practical activities, simulators and other IT tools, documentation, suppliers) as well as break-times (refreshments) and lunch and do not include transport or accommodation.

The price on the order form is given in Euros excluding tax. VAT at the current rate shall be added to this, plus any other tax deducted at source. All training sessions once started are to be paid in full.

On request, IFP Training may decide to apply reduced enrolment fees for job seekers.

PAYMENT: The training session will only be accessible once payment has been made in full:

- by check to: IFP Training – 232 avenue Napoléon Bonaparte F-92852 Rueil-Malmaison Cedex.

- via bank transfer to the IFP Training beneficiary:

NATIXIS account no. 30007 99999 04165583000 12

IBAN: FR76 3000 7999 9904 1655 8300 012 – BIC: CCBPFRPPAR.

INVOICING: The paid invoice is sent to the Customer at the end of the training session, in duplicate if specified on the enrolment form.

LATE FEES: If IFP Training exceptionally agrees on payment after the session, any amounts not paid in time will give rise to late fees set at three (3) times the legal interest rate. These late fees can be requested by right until full payment has been made.

5 – PAYMENT BY AN SPONSORING ORGANISM

If the Customer wishes to pay using an sponsoring organism (for example, OPCA as defined under French Law), the following procedure shall be followed:

- before the start of the session, a request for direct billing shall be issued and accepted;

- this shall be indicated explicitly on the enrolment form;

- the Customer ensures payment has been completed by the designated organization.

IFP Training will provide the Customer with all necessary documents for making sponsoring organism requests.

If the sponsoring organism only bears part of the cost of the training, the remaining sum will be invoiced to the Customer.

Only payment by sponsoring organism before the 1st day of training will ensure enrolment and access to the training.

If, for whatever reason, the sponsoring organism will not pay, the Customer will be invoiced for the total price of the training.

At the end of the session, IFP Training will send the sponsoring organism an invoice along with a copy of the certificate of attendance signed by the Participant.

6 – CANCELLATION AND POSTPONEMENT - SUBSTITUTION

By the Customer: Cancellations by the Customer shall be sent in writing to IFP Training.

In case of cancellation, even due to force majeure, less than 14 calendar days before the beginning of the session, 50% of the enrolment fees will be invoiced by IFP Training, except if a participant from the same business takes the place, which must be confirmed by sending a new enrolment form. In case of non-cancelled enrolments (including absenteeism or dropout), 100% of the enrolment fees will be invoiced by IFP Training.

In case of an unforeseen departure justified by the Customer, the Participant may be authorized to take part in a later session with the prior consent of IFP Training.

By IFP Training: IFP Training reserves the right to cancel or postpone a session, especially if there is an insufficient number of participants. The Customer will be informed by telephone, at least 2 weeks before the session was due to begin. The cancellation will be confirmed in writing. The payments received will be fully refunded. No compensation will be given to the Customer due to postponing or cancellation on behalf of IFP Training.

7 – DATA PROTECTION

Personal information sent by the customer to IFP Training for the session may be given to IFP Training's contractual partners for the needs of the said Training session. In accordance with the provisions of law no. 78-17 dated 6 January 1978 on data protection, the Customer may at any time use their right of access, right to object and right to correction in the IFP Training file.

8 – CONFIDENTIALITY AND PROPERTY RIGHTS OF TRAINING DOCUMENTS

The Customer is subjected to a confidentiality obligation concerning all documents and information specified as being confidential communicated during the session, irrespective of their medium. The Customer shall ensure that all their staff and more generally speaking all people in contact with IFP Training comply with this obligation.

More specifically, IFP Training may provide participants with training documents on all media (e.g. paper, audio, audiovisual, IT or multimedia).

Any direct or indirect reproduction, adaptation, alteration, representation or distribution by the Customer, irrespective of the form, of all or part of the training documents created by IFP Training and/or the information contained in them, for its staff not taking part in training sessions or for third parties, will be subjected to IFP Training's prior written agreement. The Customer must not to make any copies, in any shape or form, with the aim to sell, organize or conduct training sessions.

9 – CONCEALED WORK – SUBCONTRACTING

Based on Law no. 91-1406 dated December 31 1991 supplemented by the Decree dated June 11 1992, IFP Training guarantees that all workers are employed legally in terms of the provisions stated in the French labor code. IFP Training guarantee compliance with all fiscal and social obligations in terms of training staff as well as legal and regulatory obligations in terms of concealed work and the employment of foreign labor.

IFP Training may consult qualified partners to carry out part of the service, who will be subjected to the same obligations as mentioned in this document, as well as the obligation of confidentiality. In no case does subcontracting relieve IFP Training of its obligations and responsibilities with regard to these General Sales Conditions.

10 - FORCE MAJEURE

The Party prevented from carrying out its obligations due to Force Majeure as defined by the French Civil code, shall inform the other party in written form via registered post with acknowledgement of receipt providing all relevant justification, and will do its utmost to reduce any damage caused by this situation. This excludes exclusively internal strikes and payment capacities or methods of each Party.

The obligations of a Party affected by a Force Majeure are interrupted, without penalties, until the effects of this cause disappear. Each Party will bear the cost of all fees incumbent upon them resulting from the force majeure.

In case of a force majeure lasting over thirty (30) days in a row, the Party which the force majeure is opposed to may terminate the order immediately and by right without compensation.

11 - TERMINATION

In case the Customer does not comply with the obligations stated in these General Sales Conditions, IFP Training will send a letter of formal notice via registered post with acknowledgement of receipt, demanding compliance within thirty (30) days. Once this deadline has been exceeded, if the Customer has not met the requests of the formal notice, IFP Training may terminate the order, and may request compensation.

12 – INSURANCE - RESPONSIBILITY

The Customer will take out and maintain all insurance policies at his own cost and for the entire duration of the session, for covering risks, responsibilities, direct or indirect damage and any illness contracted by the Participant(s), with prime insurance companies. The Customer will compensate IFP Training for any loss, damage or harm caused by its Participants to IFP Training, its trainers or partners.

IFP Training will take out and maintain insurance required for covering risks which may arise during training sessions.

Each Party remains liable for damages made to its property and for personal injuries suffered by its employees, regardless of the cause or the reason of that damage, during the performance of the training session, except gross negligence or willful misconduct by this aforementioned Party, or one of its employees.

In any case, IFP Training shall not be liable for any indirect or consequential loss such as but not limited to financial, commercial or any other type of prejudice, caused directly or indirectly by the use of the information broadcast within the framework of its training sessions.

13 – MISCELLANEOUS PROVISIONS - DISPUTES

The Customer is aware of all documents which constitute the order, including these General Sales Conditions.

After the training session and/or in case of termination, the provisions of articles 8, 11, 12 and 13 will remain valid.

These General Sales Conditions are subjected to French law. Any dispute which is not solved amicably within one (1) month and which concerns the validity, the execution or the interpretation of these General Sales Conditions will be subjected to the jurisdiction of the Commercial Court of Nanterre.