

General Terms of Sale

1. DEFINITIONS

Trainee: participant benefiting from the training.

Client: the trainee's employer. The trainee is deemed a Client if he is his own employer.

Inter-company training: curriculum training, carried out on the premises of ENSTTI or in the premises made available to ENSTTI.

Intra-company training: training curriculum produced exclusively for the account of the Client or training made to measure on behalf of the Client, on the ENSTTI premises, the Client's premises or the premises made available by the Client or by ENSTTI.

General Terms and Conditions of Sale: refers to this document as of 31/01/2018.

2. PURPOSE OF SCOPE

The purpose of these General Terms of Sale is to define the general conditions for participation in inter-company professional training sessions organized by ENSTTI, and for the organization and implementation of intra-company training sessions by ENSTTI on behalf of the Client, who is a signatory of the training agreement defined below under Paragraphe 3. Contractual Documents.

3. CONTRACTUAL DOCUMENTS

Any Registration to training is subject to a Vocational Training Agreement sent to the Client by ENSTTI, and signed and sealed by the Client. Said Agreement contains mention in particular of the details of the services provided, the price and the terms of payment. The present General Terms of Sale prevail over any other Client document, in particular the Client's purchase order or general conditions of purchase ENSTTI.

The present General Terms of Sale and the Vocational Training Agreement, constitute the contract concluded between the Parties. In the event of an interpretation dispute between the various contractual documents, the order of interpretation is as follows:

- The present General Terms of Sale
- The Vocational Training Agreement.

4. TERMS OF REGISTRATION AND ORDER

Prerequisites:

- The Client ensures and is able to justify that the Trainee has the necessary prerequisites for the training; checks the suitability of the training for the trainee's profile and objectives; and guarantees the veracity of the information provided. ENSTTI reserves the right to refuse a trainee who does not have the required prerequisites at the time of training.
- Registration for a training session must be applied for online at the www.enstti.eu website, at least two (2) months before the session start date. ENSTTI reserves the right to accept later registrations.

Any registration by the Client is deemed to be accepted by the Client upon receipt of the registration confirmation issued by ENSTTI and implies his full and entire acceptance of these Terms and Conditions of Sale.

No later than one month (1) before the beginning of the session, ENSTTI or its partner sends the trainee a personal invitation by e-mail providing all the practical information relating to the session (times, means of access ...).

The Client undertakes to communicate to ENSTTI the e-mail addresses of the Trainees.

- Rules of Procedure

The Client undertakes to ensure that the trainee complies with the Internal Rules provided at the beginning of the training session.

- Training certificate:

The training certificates will be sent to the trainee.

5. INVOICING AND PAYMENT

a) Price

Prices are in euros excluding tax, plus VAT in force and/or any other taxes and/or taxes withheld at source in accordance with the legislation in force in the country concerned.

Prices are firm and non-revisable.

- For inter-company training,
Registration fees cover educational services (teaching, practical work, use of simulators and other computer tools, documentation transfer, necessary supplies, and lunches). They do not include transport costs and accommodation. The prices are indicated on the training agreement. Any session started must be paid in full.
- For intra-company training,
ENSTTI gives the Client a quote that includes the details of the prices, the billing and payment schedule. The prices set are exclusive of tax.

b) Payment

Payment is made by bank transfer into ENSTTI's account. ENSTTI's bank details are as follows:

Name and address of the bank:

BNPPARIBAS, 37-39 rue d'Anjou, 75008 Paris

IBAN: FR76 3000 4025 5200 0109 4305 007

BIC code: BNPAFRPPIFO

6. CANCELLATION AND REPORT

a) Condition of cancellation and postponement for inter-company training

- **By the Client:**

Any case of cancellation by the Client must be communicated in writing to ENSTTI. In case of cancellation within fewer than fourteen (14) working days before the beginning of the session, and unless the trainee is replaced by another one from the same establishment, the Client is liable for 50% of the registration fees. This replacement must be confirmed by filling in a registration form on the www.enstti.eu website.

In case of cancellation that is not confirmed in writing, (including for absenteeism or abandonment), the Client is liable for 100% of the registration fees. In case of unexpected departure duly justified by the Client, the Trainee may be admitted to participate in a subsequent session after prior written agreement of ENSTTI.

- **By ENSTTI:**

ENSTTI reserves the right to cancel or postpone a training session, especially in case of insufficient number of participants. The Client is informed by email no later than fifteen (15) working days before the date of the session concerned. The fees received will be fully refunded. No compensation will be paid to the Client due to a postponement or cancellation by ENSTTI.

b) Condition of cancellation and postponement for intra-company training

- **By the Client:**

Any request for cancellation or postponement of all or part of the training by the Client must be notified by registered letter with acknowledgment of receipt to ENSTTI no later than fifteen (15) working days before the date of the session concerned. This period is calculated from the date of receipt of the cancellation request by ENSTTI.

Any report notified within fewer than fifteen (15) working days is considered by ENSTTI as a cancellation of said session. The cancellation conditions specified below then apply.

- **By ENSTTI:**

ENSTTI reserves the right to cancel or postpone a session by informing the Client by email, fax or simple letter no later than fifteen (15) working days before the date of the session in question. No compensation will be paid to the Client. ENSTTI undertakes to propose a new session date within a reasonable time following the cancellation.

7. CONFIDENTIALITY AND PROPERTY RIGHTS OF PEDAGOGICAL DOCUMENTS

The documents communicated during the training session are confidential by nature, in whatever form of media. The Client undertakes to enforce this obligation by all his staff and more generally to any person whom he has put in contact with ENSTTI.

All the documents and educational information transmitted by ENSTTI as part of the training sessions belong to ENSTTI and/or its contractual partners and/or trainers. Their use, disclosure or copying is prohibited except with the express prior consent of ENSTTI.

The documents communicated during the training session may not be used for purposes other than those of training support for the personnel designated by the Client. These documents are inseparable from the content of the training ENSTTI provides by word of mouth.

The Client shall refrain from removing the property notices that appear on the educational documents that ENSTTI sends under its services.

8. PUBLICITY

The Client authorizes ENSTTI to refer to the name and logo of the Client as part of its communication operations for training, in any medium.

9. TERMINATION

In the event that one of the Parties does not comply with the obligations arising from the Contract, the other Party may terminate the contract after formal notice to comply with it is sent by registered letter with acknowledgment of receipt, and without effect (30) working days after the date of sending.

10. SPECIAL CASES

In accordance with the ENSTTI policy for the integration of disabled people, ENSTTI will endeavor to take into account the specific needs when they have been indicated on the special requirements sheet downloadable from the ENSTTI website.

11. LIABILITY - INSURANCE

The civil liability of ENSTTI is cumulatively limited to:

- Direct damage caused by ENSTTI to the Client, and
- The price actually paid by the Client under the Contract.

The Client and the insurers waive in this respect any recourse against ENSTTI exceeding the amount and damages referred to above.

ENSTTI can in no case be held responsible for financial, commercial or any other kind of damage caused directly or indirectly by the use of the information provided during the training sessions.

12. MISCELLANEOUS - DISPUTES

These General Conditions of Sale are subject to French for their interpretation and execution. Any dispute, not resolved amicably between the Parties within a period of one (1) month, and relating to the validity, the execution or the interpretation of the present General Conditions of Sale will be subject to the jurisdiction of the Court of Nanterre, France.

13. UPDATING SALES TERMS AND CONDITIONS

The General Terms and Conditions of Sale may be updated. The applicable version is the last in force on the date of the signature of the Training Agreement.