

# ADDINSOFT

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## Training courses: General conditions of sale

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Addinsoft – 40 rue Damrémont, 75018 Paris – Tél : 01.70.06.04.88 – [training@xlstal.com](mailto:training@xlstal.com)



## 1. DEFINITIONS

Customer: co-contractor with Addinsoft

Inter-company training course: Course from catalog carried out on premises made available by Addinsoft or in a virtual classroom.

Intra-company training course: Course carried out on behalf of a customer on the customer's premises or on premises made available by the customer or by Addinsoft, or in virtual classrooms.

Distance learning: Remote training in a virtual classroom.

## 2. PURPOSE AND SCOPE

Any order for training implies the Customer's unreserved acceptance of and full and complete adherence to these general terms and conditions of sale, which prevail over any other document held by the Customer, and in particular over any general terms and conditions of purchase.

## 3. CONTRACTUAL DOCUMENTS

Addinsoft shall send the Customer a continuing education agreement drawn up in accordance with Articles L6353-1 and L6353-2 of the French Labor Code. The Customer undertakes to return a signed and stamped copy to Addinsoft as soon as possible.

A certificate of attendance can be sent to the Customer on request.

## 4. INTER-COMPANY TRAINING

### Financial Terms

As Addinsoft's acceptance is conditioned by the full payment of the invoice, Addinsoft expressly reserves the right to freely dispose of the places reserved by the customer, as long as the registration fee has not been covered in accordance with the following conditions.

Invoices are issued upon registration.

### Opening of a training course

Addinsoft reserves the right to postpone a training session without compensation, at the latest one week before the scheduled date, for educational reasons.

## 5. INTRA-COMPANY TRAINING

### Financial Terms

A commercial and financial proposal will be drawn up beforehand by Addinsoft. A deposit of 30% will be paid by the customer upon signature of the order.

The balance is due upon receipt of the invoices issued as the training progresses.

In case of non-payment of an invoice that has come due, 5 working days after formal notice is given, Addinsoft reserves the right to suspend all current and / or future training.

## 6. REPLACING A PARTICIPANT

Addinsoft shall allow the customer to replace a participant without additional charge until the opening of the training session concerned.

## 7. WITHDRAWAL OR ABANDONMENT BY THE CLIENT

For inter-company and intra-company training, in case of withdrawal by the customer less than 15 days before the start of the course, or abandonment during the course of training by one or more trainees, Addinsoft will charge the customer the full amount due as compensation.

## 8. PAPERLESS TRAINING DOCUMENTATION

As part of Addinsoft's commitment to the environment, the materials provided for the training sessions are in digital format.

## 9. DISTANCE LEARNING

Addinsoft grants the Customer online access to the virtual classroom service with the provision of training materials.

### Access to training courses

Access to the training courses is managed by Addinsoft's virtual classroom platform. The customer must ensure that the participants have access to the Internet and that their computer system allows access to the platform. Addinsoft cannot be held responsible for any access problems arising from the customer's connection.

## 10. PRICES AND PAYMENTS

All our prices are given in euros and without taxes. They are to be increased by the VAT at the current rate. Payment for any training course started is due in full.

Invoices are payable in euros, within 30 days of the date of invoice, without discount and to the order of Addinsoft.

In case of late payment, a penalty equal to 3 times the legal interest rate will be payable (Decree 2009-138 of February 9, 2009). For professionals, a minimum flat fee of 40 euros for collection costs will be payable (Decree 2012-1115 of October 9, 2012).

## 11. PAYMENT THROUGH AN OPCO

In the case of payment through the OPCO on which the customer depends, it is the customer's responsibility to apply to the OPCO for reimbursement before the start of the training. The financing agreement must be communicated at the time of registration and on the copy of the agreement that the customer returns signed to Addinsoft.

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In case of partial payment by the OPCO, the difference will be invoiced directly by Addinsoft to the customer. If the OPCO agreement does not reach Addinsoft on the first day of the training, Addinsoft reserves the right to invoice the customer for the full cost of the training.

## 12. DATA PROCESSING AND FREEDOMS

The customer is informed that the personal information that is communicated to Addinsoft in application and in the execution of the orders and/or sales may be communicated to the contractual partners of Addinsoft for the purpose of the said orders.

In accordance with the law n°78-17 of January 6, 1978, known as the Data Protection Act, updated by the law of August 6, 2004, the Customer has a right of access, rectification and opposition to personal data concerning him/her. This right can be exercised by making a request by e-mail or by mail addressed to Addinsoft.

## 13. INTELLECTUAL PROPERTY

- For inter-company and distance learning courses

The rights of reproduction, use, distribution, adaptation, modification, exploitation of the inter-company training materials remain the exclusive property of Addinsoft and can not be transferred to the customer.

- For intra-company and distance learning courses

Upon full payment of the price of the training session, Addinsoft may transfer to the Customer the rights of reproduction, use, dissemination, adaptation, modification and exploitation of training materials, for internal use only and under conditions to be defined between the parties.

## 14. LIABILITY

Addinsoft may be held liable for any direct damage suffered by the customer as a result of the execution of the training courses.

The compensation due to the customer for damages shall not exceed the amount paid by the customer to Addinsoft for the calendar year in which the damage occurred.

## 15. FORCE MAJEUR

Addinsoft shall not be liable to the Customer in case of non-performance of its obligations resulting from an event of force majeure. In addition to those events usually recognized by the jurisprudence of the French courts and tribunals and without this list being restrictive, the following are to be considered as force majeure or fortuitous events: illness or accident of a consultant or a training leader, strikes or labor disputes internal or external to Addinsoft, natural disasters, fires, failure to obtain visas, work permits or other permits, laws or regulations subsequently implemented, interruption of telecommunications, interruption of energy supply, interruption of communications or transportation of any kind, or any other circumstance beyond the reasonable control of Addinsoft.

## 16. CONFIDENTIALITY / NON-DISCLOSURE

All information (except publicly available information) of which Addinsoft or the Customer has knowledge or which has been communicated by the other party or by a third party customer, before or during the execution of the contract, is strictly confidential and each party shall refrain from disclosing it.

For the purposes of the performance of the services, each of the parties is authorized to communicate the above-mentioned information only to its employees and/or any authorized subcontractors; each of the parties is responsible for compliance with this obligation by its employees and/or any subcontractors.

Each of the parties undertakes to return (or destroy, at the option of the other party) the said information as well as their copy, within 5 working days after the end or the termination of the contract or the purchase order, on simple request of the other party.

## 17. PROTECTION OF PERSONAL DATA

The personal data of the trainees are used strictly for the registration, execution and follow-up of the training by Addinsoft staff in charge of the treatment. These data are necessary for the execution of the training in application of article L 6353-9 of the French Labor Code and the associated Addinsoft services. They are kept for the legal period of prescription of administrative and financial controls applicable to training actions.

In accordance with the regulations on the protection of personal data, the trainee has a right of access, rectification, limitation of processing as well as a right of opposition and portability of his data if applicable, which can be exercised by contacting the postal address of Addinsoft. The trainee also has the right to lodge a complaint with a supervisory authority if necessary.

As the person responsible for processing the file of its staff, the Customer undertakes to inform each trainee that personal data concerning him/her are collected and processed by Addinsoft for the purpose of carrying out and monitoring the training under the conditions defined above.

## 18. COMMUNICATION

The Customer expressly authorizes Addinsoft to mention its name, its logo and to mention as references the subscription to an order and any operation resulting from its application in all their commercial documents.

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## 19. RENUNCIATION

The fact that Addinsoft does not avail itself at a given time of any of the clauses herein cannot be considered a renouncement to avail itself later of these same clauses.

## 20. APPLICABLE LAW

The General Conditions and all relations between Addinsoft and its customers are governed by French law.

## 21. ASSIGNMENT OF JURISTITION

All disputes that cannot be settled amicably will be under the EXCLUSIVE JURISDICTION of the COMMERCIAL COURT OF PARIS, regardless of the Customer's headquarters or residence, notwithstanding multiple defendants or warranty claims.

This jurisdiction clause shall not apply in the event of a dispute with a non-professional customer for which the legal rules of material and geographical jurisdiction shall apply. This clause is stipulated in the interest of the company Addinsoft which reserves the right to waive it if it sees fit.

## 22. ELECTION OF DOMICILE

The election of domicile is made by Addinsoft at its headquarters at 40 rue Damrémont, 75018 Paris.