



## Terms and Conditions of Sale :

Forhom SAS reserves the right to modify or update its terms and conditions at any time. The terms and conditions applicable on the date of the order can be viewed on the website [www.forhom.com](http://www.forhom.com).

### **1. PRÉSENTATION**

Forhom is a simplified joint stock company (SAS) with capital of €5,000, registered in the La Rochelle Trade Register under number 940 845 126 and located at 24 rue du Bastion Saint Nicolas, 17000 La Rochelle, France. It provides training and consulting services, hereinafter referred to as 'Forhom'.

Forhom develops, offers and delivers face-to-face inter- and intra-company training courses, open and distance learning courses in E-learning mode, as well as blended training courses combining both face-to-face and E-learning. Forhom also carries out studies and provides operational advice to public and private organisations (all of Forhom's services are hereinafter referred to as 'the Forhom Service Offer' or 'the Service Offer').

### **2. OBJECT**

These general terms and conditions of sale (hereinafter the 'GTC') apply to all Forhom service offers relating to orders placed with Forhom by any professional customer (hereinafter 'the Customer').

By placing an order, the Customer fully and unreservedly agrees to these GTC. Any contrary condition, and in particular any general or specific condition put forward by the Customer, cannot, unless formally accepted in writing by Forhom, take precedence over these GTC, regardless of when it may have been brought to its attention. The fact that Forhom does not invoke any of these GTC at a given time shall not be interpreted as a waiver of its right to invoke them at a later date.

The Customer shall ensure that all its employees, servants and agents comply with these GTC.

The Customer also acknowledges that, prior to placing any order, they have received sufficient information and advice from Forhom to enable them to ensure that the Service Offer meets their needs.

### **3. PROVISIONS APPLICABLE TO THE ENTIRE FORHOM SERVICE OFFERING**

Any service commenced is payable in full.

#### **3.1 Terms and conditions for placing orders**

The proposal and prices indicated by Forhom are valid for one (1) month from the date of dispatch of the quotation or pro forma invoice.

The offer of services is deemed to have been accepted upon receipt by Forhom of payment for the services, or when contractually agreed, upon receipt of a letter of order signed by a duly authorised representative of the Client.

Payment for services and/or the issuance of a letter of order and/or agreement to the proposal implies knowledge and irrevocable and unreserved acceptance of these terms and conditions, which may be modified by Forhom at any time, without notice, and without such modification giving rise to any right to compensation for the Customer.

#### **3.2 Financial conditions**

Payment for services must be made in full, without discount, to Forhom at the time of ordering, no later than one month before the start of the training course or service.

##### **3.2.1. For customers in France:**

All prices are quoted exclusive of tax and are subject to the applicable VAT rate.

##### **3.2.2. For customers outside France:**

Services provided in France are not subject to French VAT, art. 44 – VAT Directive. Customer located outside French territory.

In all cases, the price does not include any taxes or duties applicable in the Customer's country.

If the customer applies a withholding tax, the pre-tax amount of the contract will be increased by the amount of this withholding tax in order to ensure that the consultant receives full payment of the pre-tax amount specified in the contract before any deductions.



Similarly, if the consultant is required to register and stamp the contract or pay VAT locally, all registration and stamp duties or VAT paid by the consultant will be added to the contract amount excluding VAT in order to ensure that the consultant receives full payment of the contract amount excluding VAT before payment of these duties.

### **3.3. Invoicing - Payment**

In the event of late payment, Forhom may suspend all orders in progress and deactivate access to the E-learning module(s), without prejudice to any other course of action.

Any amount not paid by the due date shall automatically and without prior notice incur penalties equal to three times the legal interest rate. Forhom shall be entitled to suspend the service until full payment has been made and to obtain payment through legal proceedings at the Customer's expense, without prejudice to any other damages that may be owed to Forhom.

In accordance with Article L 441-6 of the French Commercial Code, any payment made after the due date shall give rise to the payment of a fixed compensation of €40 for recovery costs. Additional compensation may be claimed, upon presentation of supporting documents, if the recovery costs incurred exceed the amount of the fixed compensation.

### **3.4. Certificate of satisfactory completion**

At Forhom's request and subject to the contract being completed in full, the customer undertakes to provide a certificate of satisfactory completion on headed paper attesting to the satisfactory performance of the services. The document shall be signed by a duly authorised representative of the Customer.

### **3.5. Addition Services to the training offer in France**

Unless otherwise specified in the Forhom service offer sent to the customer, the conditions for conducting training courses in France provide for:

#### **3.5.1. Organisation of the stay in France**

Training courses in France do not include:

- International travel and transport costs
- Participants' accommodation, meals and other living expenses (excluding lunch when provided for in the Forhom offer)
- Insurance covering illness, accident and repatriation. This insurance is compulsory and the client undertakes to provide a copy of the insurance policy taken out before the participants' departure upon request.

In order to best prepare for the arrival of participants, the Customer undertakes to inform Forhom of the date and time of arrival of participants as soon as this information is known.

#### **3.5.2. Hotel reservations**

Where contractually agreed, Forhom offers assistance with hotel reservations for participants in training courses taking place in France.

The customer is fully responsible for their relationship with Forhom's partner hotel provider and expressly accepts its terms and conditions of sale, in particular with regard to prices, deposits, payment, booking and cancellation conditions.

Forhom declines all responsibility for the services provided by hotel providers. In the event of cancellation or change of arrival date of the participant(s), any amounts owed to the provider remain the responsibility of the client or participants.

#### **3.5.3. Airport or train station transfer**

When contractually agreed, Forhom's services may include transfers between the airport (for training courses in the Paris region) or train station (for training courses outside Paris) and the participants' accommodation. These transfers are provided to and from Forhom's partner hotels.



Any change in dates, times or destination or pick-up location for participants may result in specific costs that remain the responsibility of the client. In any event, in the event of arrival after the start date of the training course, the transfer remains the responsibility of the participant(s).

#### 3.5.4. Visa application formalities

Where necessary for participants from outside the European Union, the customer undertakes to obtain information and take the necessary steps to obtain visas for participants.

As these formalities may take several days or weeks, it is the responsibility of the customer and participants to begin these procedures as soon as possible, once funding has been approved.

Forhom declines all responsibility in the event of refusal by the consular authorities and cannot, under any circumstances, intervene directly with the consulates to support an application.

#### 3.5.5. Loyalty programme (valid only for inter-company training courses)

Forhom has set up a loyalty programme, the details of which are available on request. Forhom reserves the right to modify, suspend, terminate or update its loyalty programme at any time without giving rise to any right to compensation for the Client or participants.

### 4. SPECIFIC PROVISIONS BY TYPE OF SERVICE

For all training activities, Forhom sends each participant a set of internal rules specifying the conditions under which the service will be provided. Entrusting the organisation of a training course to Forhom implies unreserved acceptance of these internal rules by the client and the learners.

#### 4.1. Studies and operational consulting

All study and operational consulting services are subject to a specific commercial and financial proposal drawn up by Forhom.

##### 4.1.1. Cancellation or postponement at the customer's initiative:

- Cancellation or postponement of services more than 30 working days before the start of the services:

Except in cases of force majeure, any additional costs incurred as a result of the customer's decision will be invoiced on presentation of supporting documents (visa, deposits, travel change fees, etc.).

In the event of cancellation, the cost of preparing the service remains payable to Forhom.

- Cancellation or postponement of services between 30 days and 10 working days before the start of the services:

Except in cases of force majeure, any additional costs incurred as a result of the client's decision will be invoiced on the basis of supporting documents (visa, deposits, travel modification costs, etc.).

In the event of cancellation, 50% of the fees remain payable to Forhom.

- Cancellation or postponement of services 10 days or less before the start of the services:

Except in cases of force majeure, any additional costs incurred as a result of the client's decision will be invoiced on the basis of supporting documents (visa, deposits, travel modification costs, etc.).

In the event of cancellation, 100% of the fees remain payable to Forhom.

In the event of postponement, a penalty of 30% of the fees will be applied, and payment of this penalty will be a condition for the service to commence.

##### 4.1.2. Cancellation or postponement at Forhom's initiative:

Up until the day before the services are due to commence, if Forhom considers that the conditions for providing the services are not met, it reserves the right to cancel or postpone the service without compensation.

#### 4.2. Inter-company training courses

##### 4.2.1. Description

The provisions of this article concern inter-company training courses, whether long or short, available in the Forhom catalogue and held on Forhom's premises or on premises made available by Forhom.

The dates of inter-company training courses are set by Forhom and are firmly fixed.



#### 4.2.3. Cancellation or postponement at Forhom's initiative

If Forhom considers that the conditions for the proper implementation of the services are not met, it reserves the right to cancel or postpone the training course no later than one week before the scheduled date, without compensation. This provision also includes cases where the number of participants is insufficient to ensure the smooth running of the training session. In this case, the same conditions for postponement or reimbursement as those provided for in Article 4.2.2. shall apply in the event of cancellation by the Client for service reasons, visa refusal or force majeure.

### 4.3. In-house training courses

#### 4.3.1. Description

The provisions of this article concern tailor-made in-house training courses held at Forhom's premises, the Client's premises or premises made available by the Client.

#### 4.3.2. Training dates and locations

Unless otherwise specified in the service offer, the training dates and locations shall be agreed upon by mutual agreement between Forhom and the Client, after payment for the services, and taking into account the availability of participants and trainers.

Any request by the Client to change the dates or location of the training must be approved in advance by Forhom. Such changes may result in additional costs, which, where applicable, will be invoiced separately.

#### 4.3.3. Cancellation or postponement at the client's initiative:

Application of the provisions set out in Article 4.1.1.

#### 4.3.4. Cancellation or postponement at Forhom's initiative:

Application of the provisions set out in Article 4.1.2.

### 4.4. E-learning training

#### 4.4.1. Description

E-learning consists of providing open and distance learning through the use of training modules in a secure electronic space.

Within the framework of e-learning, Forhom grants the Client:

- access keys to the Forhom LMS platform service for the benefit of the end user (the User), defined as any natural person with a user login account allowing them to access the module(s) for a period of 6 (six) months from the date of receipt of the access confirmation email sent by Forhom, after which access will be deactivated;
- the right to access the module(s) selected by the Customer;
- the ability for the Customer to obtain an assessment before and after the User's training course;
- the provision to the Customer of a report ensuring complete traceability of the training ('reporting').

#### 4.4.2. Preliminary testing and technical requirements

Where applicable, preliminary testing will be carried out before the order form is signed between Forhom and an authorised representative of the Client, who will ensure that the Client's technical environment remains compatible with the Forhom LMS platform, regardless of any changes that may occur. After the preliminary test, the Customer may not claim incompatibility or lack of access to the module(s).

#### 4.4.3. Access to the module(s)

Upon receipt of payment for the services, Forhom will send the User an ID ('Login') and password to the User's email address, giving them access to the module(s) selected by the Customer.

Unless otherwise specified, an invoice will be issued and sent to the Customer as soon as Forhom has created the access codes for the module(s).

#### 4.4.4. Duration of access to the module(s)

Unless otherwise expressly agreed by Forhom, the rights to use the module(s) accessible on the Forhom LMS platform are granted for:

- a period of 6 (months) months from the date of activation of the access keys to the Forhom LMS platform service;
- a defined number of Users;
- the version of Forhom's E-learning module(s) available on the date of acceptance of the order by Forhom.



#### 4.4.5. Scope of Users

Unless specific conditions are expressly accepted by Forhom, particularly in the case of affiliated companies within a group of companies, the rights to use the module(s) are granted solely to the Customer who signed the order form

#### 4.4.6. Right of personal use

The username and password, delivered electronically to the User, are sensitive, strictly personal and confidential information, placed under the sole responsibility of the Customer. As such, they may not be transferred, resold or shared.

The Customer guarantees to Forhom that all Users will comply with this clause and will be liable for any fraudulent or abusive use of the access codes.

The Customer shall immediately inform Forhom of the loss or theft of access keys.

In the event of a breach of the clause of inalienability or sharing of access keys, Forhom reserves the right to suspend the service without compensation, notice or prior information.

#### 4.4.7. Characteristics of the online training module(s)

Unless otherwise specified, each training module is available in several languages, as detailed in the E-learning catalogue published by Forhom and described in a fact sheet available in the Catalogue.

The duration of the training is given as an indication only.

Forhom reserves the right to modify the training module(s) offered on its LMS platform, both in terms of their general organisation and their nature and content, without such modification giving rise to any right to compensation for the Customer.

At the Customer's request, Forhom may provide any computerised proof of registration and completion of the distance learning course.

#### 4.4.8 Forhom guarantees

Forhom undertakes to make every effort to provide access to its LMS platform 24 hours a day, 7 days a week, for the duration of the rights of use of the module(s), except in the event of a breakdown or technical constraints related to the specific characteristics of the Internet network.

The Customer undertakes to inform Forhom within 24 hours of discovering a technical malfunction.

Forhom will make every effort to ensure that the LMS platform operates reliably and continuously. However, the Customer acknowledges that no one can guarantee the proper functioning of the Internet network.

In the event of a service interruption by Forhom due to corrective maintenance, Forhom will make every effort to remedy the malfunction within 24 working hours. After this period, Forhom will extend access to the module(s) for the benefit of Users for a period corresponding to the period of unavailability.

In the event of ongoing maintenance of its LMS platform, Forhom may also temporarily interrupt access. Forhom will then endeavour to limit the duration of the service interruption and will endeavour to notify the Customer in advance. The Customer undertakes not to claim compensation or damages from Forhom.

Forhom shall extend access to the module(s) for the benefit of Users for a period corresponding to the period of unavailability.

#### 4.4.9. Non-compliance or anomalies observed by the Customer on the module(s)

'Non-compliance' refers to any discrepancy between the module(s) delivered and the order form signed by the Customer.

'Anomaly' refers to any breakdown, incident, blockage, performance degradation or non-compliance with functionalities that prevents the normal use of all or part of the module(s).

Forhom does not guarantee the uninterrupted and error-free operation of the module(s).

Any complaint regarding non-compliance or an anomaly in the module(s) delivered must be made in writing within 8 (eight) days of delivery of the access keys to the module(s). It is the Customer's responsibility to provide proof of the anomalies or non-compliance observed. Only Forhom may intervene on the module(s). The Customer shall refrain from intervening themselves or from involving a third party for this purpose.

However, the warranty does not apply if the fault is caused by any of the following, without this list being exhaustive:

- The technical requirements have been modified without Forhom's prior consent.
- The faults detected relate to programmes not supplied by Forhom.



- The faults are due to incorrect handling.

#### 4.4.10. Telephone support

Forhom provides the contact person designated by the Customer with telephone support available from 9 a.m. to 5 p.m. on working days in France.

The telephone support service is intended to identify the malfunction and, depending on the difficulty encountered, either provide an immediate response or specify the time frame within which a response will be provided. If the fault is attributable to Forhom, and subject to the Customer's compliance with the conditions set out in Chapter 7 hereof, Forhom undertakes to make every effort to resolve it or provide an acceptable workaround as soon as possible.

No on-site maintenance is provided.

#### 4.4.11. Cookies

The Customer shall inform each User that a cookie, which is a block of data enabling Forhom to identify the User and used to record information essential for their navigation on the Forhom LMS platform, may be automatically installed on their browser software. The browser settings can be configured to notify the User of the presence of the cookie and, if desired, to refuse it. The cookie installed contains only the User's ID and does not allow third-party sites to identify the User. The Client shall nevertheless inform the User that it is preferable to check the logout option each time the user session is closed.

### 5. OTHER APPLICABLE PROVISIONS

#### 5.1. Limitations of Forhom's liability

Forhom cannot be held liable under any circumstances for any technical failure of the equipment, any misuse of the E-learning training module(s) by Users, or any cause unrelated to Forhom.

Regardless of the type of service, Forhom's liability is expressly limited to compensation for direct damage proven by the Customer. Forhom's liability is capped at the amount paid by the Customer for the service in question.

Under no circumstances shall Forhom be held liable for indirect damage such as loss of data, files, operating losses, commercial damage, loss of earnings, damage to image and reputation.

#### 5.2. Force majeure

Forhom shall not be held liable to the Customer in the event of failure to perform its obligations resulting from a force majeure event. In addition to those usually recognised by the jurisprudence of French courts and tribunals, the following are considered to be cases of force majeure or fortuitous events, without this list being exhaustive: illness or accident of a consultant or training facilitator, strikes or social conflicts internal or external to Forhom, natural disasters, fires, failure to obtain visas, work permits or other permits, laws or regulations introduced subsequently, interruption of telecommunications, interruption of energy supply, interruption of communications or transport of any kind, or any other circumstance beyond the reasonable control of Forhom.

#### 5.3. Intellectual property

Forhom (or its partners/trainers) is the sole owner of the intellectual property rights for all the training courses it offers to its Clients. To this end, all content and teaching materials in any form (paper, electronic, digital, oral, etc.) used by Forhom to provide training courses remain the exclusive property of Forhom or its partners/trainers. As such, they may not be used, transformed, reproduced or exploited in any way that is not expressly authorised within or outside the Customer's organisation without the express consent of Forhom. In particular, the Client shall refrain from using the content of the training courses to train persons other than its own staff and shall be liable under Articles L. 122-4 and L. 335-2 et seq. of the Intellectual Property Code in the event of unauthorised transfer or communication of the content.

Any reproduction, representation, modification, publication, transmission, distortion, in whole or in part, of the training content, including the E-Learning module(s), as well as any databases appearing on the Forhom LMS platform, is strictly prohibited, regardless of the process and medium used. In return for payment of the corresponding price, the e-learning modules are subject to a personal, non-transferable and non-exclusive right of use for a period limited to six months from the date of activation of the access keys.

In any event, Forhom remains the owner of its tools, methods and know-how developed previously or during the performance of services for the Client.

#### 5.4. Confidentiality

The parties undertake to keep confidential any information and documents concerning the other party, of whatever nature, whether economic, technical or commercial, to which they may have access during the performance of the contract or during exchanges prior to the conclusion of the contract, in particular all information contained in the commercial and financial proposal sent by Forhom to the Client.



#### **5.5. Communication**

The Client agrees to be cited by Forhom as a client of its service offerings, at Forhom's expense. Subject to compliance with the provisions of Article 7.5, Forhom may mention the Client's name, logo and an objective description of the nature of the services covered by the contract in its lists of references and proposals to its prospects and customers, in particular on its website, in discussions with third parties, in communications to its staff, in internal management planning documents, in its annual report to shareholders, and where required by legal, regulatory or accounting provisions.

#### **5.6. Protection of participants' personal data**

Participants' personal data is used strictly for the purposes of registration, delivery and monitoring of their training by the Forhom departments responsible for processing. This data is necessary for the execution of the training course in accordance with Article L 6353-9 of the Labour Code and the associated Forhom services, including access to the online training platform. It is kept for the legal limitation period applicable to administrative and financial controls relating to training courses. In accordance with the regulations on the protection of personal data, participants have the right to access, rectify and restrict the processing of their data, as well as the right to object to and transfer their data, where applicable, which can be exercised by contacting Forhom.

Participants also have the right to lodge a complaint with a supervisory authority if necessary.

As the data controller for its personnel files, the Client undertakes to inform each participant that personal data concerning them is collected and processed by Forhom for the purposes of conducting and monitoring training under the conditions defined above.

The provisions of Forhom's personal data protection policy are automatically applicable and available on the website [www.forhom.com](http://www.forhom.com).

#### **5.7. Applicable law - Jurisdiction**

These general terms and conditions are governed by French law.

In the event of a dispute arising between the customer and Forhom during the performance of the contract, an amicable solution will be sought, and failing that, the matter will be settled by the Commercial Court of La Rochelle.