



General Terms and Conditions of Sale February 2023

The Cerfacs is a centre for fundamental and applied research, specialising in modelling and digital simulation. Through its means and know-how in high-performance computing, Cerfacs deals with the major scientific and technical problems of public and industrial research. One of its missions, the one we are interested in here, is to offer advanced professional training, in person or online, for certain sectors and selected fields of application. This is provided by the Groupe Formation du Cerfacs.

Groupe Formation's email contact: training@cerfacs.fr

ARTICLE 1: DEFINITIONS

Registration form: refers to the document drawn up by Cerfacs and accepted by the Client, summarising the terms and conditions of the Training Course(s), including its/their price(s)
Customer: individual or legal entity accepting an Order.

Order/Contract: formal commitment by the Customer by accepting an Enrolment Form to take part in a Training Course.

Training: Any inter/intra-company training, course or conference, organised by the Cerfacs in person or online (MOOC, COOC and SPOC).

Information: all news, information, content (in particular texts, images, data, sound, audiovisual or multimedia content, etc.), databases, document collections, educational support, Sites and/or search engines made available to Clients by Cerfacs in the context of a Training Course.

Login: access code and password of a Participant allowing access to one or more Services.

Participant: any natural person, employee, company representative or collaborator of the Client, or the Client itself, authorised by the contractual documents (defined in article 2.2 below) to participate in a Training Course.

Parties: the Cerfacs and the Client.

Services: services marketed by Cerfacs.

Sites: Internet sites or applications published by Cerfacs.

ARTICLE 2: PURPOSE AND SCOPE OF THESE GTCS'S

2.1 Purpose and scope of the General Terms and Conditions

The purpose of these general terms and conditions (hereafter "GTCS") is to set out the terms and conditions under which Cerfacs provides Training to the Client in return for payment by the Client of the agreed fee. They are applicable to the Order of all Trainings.

2.2. Availability and enforceability of the GTCS

The GTCS are made available to the Customer when an Order is placed. The GTCS are enforceable against the Customer who acknowledges having read them and having expressly accepted them without reservation before validating his Order. By placing an Order, the Customer accepts the GTCS. Together with the Registration Form, the e-mail confirming the Order, if applicable, and the invoices, the CGTS constitute the contractual documents binding on the Customer, to the exclusion of any other, in particular its own general terms and conditions of sale

and/or purchase and/or its own order forms. In the event of any contradiction between the GTCS and the Registration Form, the provisions of the Registration Form shall prevail. Any conditions that deviate from the present terms and conditions are only binding on Cerfacs if they have been accepted in writing.

2.3 Modification of the GTCS

The GTCS applicable to the Customer are those in force on the date of the Order.

2.4. Nullity of a stipulation

If any provision of the GTCS should conflict with any applicable legal or regulatory provision and/or be declared null and void or unenforceable by a court of competent jurisdiction, it shall be deemed to be unwritten and all other provisions of the GTCS shall remain in full force and effect.

ARTICLE 3: TERMS AND CONDITIONS FOR ORDERING / REGISTERING FOR TRAINING COURSES

3.1. Placing an Order

The Customer may place Orders on paper or electronically, including online on the Sites. The natural person accepting the Inscription Form commits the Client and the Client guarantees that this person is authorised to conclude the order with Cerfacs. Any Order implies acceptance of the rates in force on the date of the Order and of the description of the Training as indicated on the Registration Form.

Upon receipt of the Registration Form, a confirmation is sent to the Client, accompanied on request by a Training Agreement, which must be returned to the Cerfacs Training Group, duly signed by the Client. Prior to the start of the Training, a notice specifying the place and times is sent to the Participant. At the end of each Training Course, a Training Follow-up Certificate is sent to the Client, together with the corresponding invoice. Any Training commenced is due in full and the Participant(s) undertake(s) to follow the Training in its entirety. The Cerfacs reserves the right to refuse any registration for legitimate and non-discriminatory reasons.

3.2 Terms and conditions of the Training Course

The Training Courses are carried out on the Cerfacs premises, or on the Client's premises for online training (MOOC, COOC and SPOC). Cerfacs is free to use the teaching methods and tools of its choice. During the Training, Cerfacs reserves the right to exclude at any time, any Participant whose behaviour would hinder the smooth running of the Training and/or would seriously breach these GTC, as well as any Participant who would have made false declarations at the time of registration, without compensation.

ARTICLE 4: FINANCIAL CONDITIONS

4.1. Tariff and revision

The prices of the Training Courses are indicated in euros excluding tax for face-to-face training and in euros all taxes included for online training and include the teaching support. The amount of these taxes and fees is indicated at the time of the Order. The prices inclusive of all taxes take into account the VAT applicable on the date of the Order. Any change in the applicable rate may be passed on to the price of the Courses. All rates invoiced to the Client by Cerfacs are those in force on the day the Order is placed, after deduction, where applicable, of all applicable discounts, rebates and rebates. The Cerfacs reserves the right to modify its rates at any time.

4.2 Invoicing – Payment

Payment for the Order shall be made by credit card, bank transfer or cheque. This payment must be made within thirty (30) days following the date of the invoice. The Customer expressly accepts electronic invoicing. Cerfacs' electronic invoices are sent to the Client in PDF format.

4.3. Late payment and unpaid invoices

Any non-payment on the agreed due date shall automatically and without prior formal notice result in the application of penalties equal to three times the legal interest rate.

The client will also be automatically liable to pay Cerfacs a fixed indemnity for collection costs of 40€ from the first day of late payment (article L441-6 of the French Commercial Code).

No discount will be applied in case of payment before the due date. In addition, the Client will have to reimburse Cerfacs for all costs incurred by the contentious recovery of the sums due, without prejudice to any damages that may be due to Cerfacs.

4.4. Coverage by an external paying agency

In the event of a request for the payment of the Training Course to be taken over by an external paying body, the Client is obliged to :

- To make a request for payment before the start of the Training Course and to ensure that the request is properly completed;
- To indicate this explicitly on the Registration Form;
- To send the agreement to take charge of the costs before the date of the Training Course;
- To ensure payment from the designated external paying agency.

In the event of acceptance of the payment by an external paying organisation, it is the Client's responsibility to inform Cerfacs of the internal file number of the said organisation and all other elements that are essential to ensure payment. If payment is not made, Cerfacs will be entitled to claim payment of the invoice from the Client, jointly and severally liable to the Client, as well as the amount of the penalties for late payment.

Finally, the terms and conditions of the external paying body's internal processes, in particular the requirement for specific documents (other than the Training Agreement between the Client and Cerfacs and the Cerfacs invoice bearing the paying body's file references) are not enforceable against Cerfacs and do not constitute a valid reason for non-payment.

ARTICLE 5: CANCELLATION PROCEDURES

5.1. Methods of cancellation of registration by the Client

- Cancellation received more than 72 hours before the start of the Training: the request to cancel the Order/registration must be notified by e-mail to the Cerfacs Training Department. In this case, there will be no financial impact for the Client. Either no invoice will be sent to him or the Client will be fully reimbursed, in the event that he has already paid for the Training.
- Cancellation received less than 72 hours before the start of the Training Course or in case of absence of the registered Participant: the request for cancellation of the Order/registration must be notified by e-mail to the Cerfacs Training Group. In this case, Cerfacs will invoice the Client for the entire Training.

5.2 Cancellation by the Cerfacs of a Training Course

The Cerfacs reserves the right to postpone a Training session, at the latest (8) calendar days before the beginning of the session, if the number of participants is deemed to be pedagogically insufficient. In this case, Le Cerfacs undertakes to immediately notify each Participant by e-mail and to offer him/her priority registration for the next session of the Training Course concerned, bearing in mind that some of the Training Courses offered are sometimes scheduled two (2) times a year.

ARTICLE 6: WARRANTY/LIABILITY

6.1. Warranty and liability of the Cerfacs

The Cerfacs makes no express or implied warranties with respect to the Information it publishes. The Client is solely responsible for the choice of his Order and for the use and interpretation he

makes of the Information and data published by Cerfacs, as well as for the acts and advice he derives or issues from it.

The research, use and exploitation of this Information by the Client is therefore under his sole responsibility, to the exclusion of any liability on the part of Cerfacs. In this respect, it is specified that Cerfacs is not intended to substitute itself for the Client in order to carry out research and/or interpret the Client's questions or analyse the data obtained. In all hypotheses :

- For the Services, Cerfacs only subscribes to obligations of means;
- Cerfacs's liability is limited to the damage caused directly by a failure which is shown to be exclusively attributable to it;
- Cerfacs is not liable for indirect or unforeseeable damage that may result from its failures.

Any moral or commercial prejudice, loss of profits, turnover, orders, income, clientele, loss of data and any action directed against the Client by a third party and the consequences resulting therefrom are considered as indirect damages. In all cases where Cerfacs' liability is established, to the fullest extent permitted by law, regardless of the nature, basis and modalities of the action brought against Cerfacs (including in the event of action by a third party or an authority), it is expressly understood that (except in the event of gross negligence or intentional misconduct duly proven by the Client) Cerfacs' liability under the contract may never exceed, for the Training Order, the amount actually received by Cerfacs under the Order.

6.2. Guarantee and liability of the Client

Prior to the Order, the Client has checked the suitability of the Training Course with respect to its needs and acknowledges that it has been provided with all the advice and information that it required in order to commit itself under the contract. The Client undertakes to use the Services in accordance with the laws and regulations in force and the provisions of the contract. The Client is responsible for the use of the Services by itself or its Participants or any third party acting on its behalf. Any use outside the limits provided for in the contract is the responsibility of the Client. The Client undertakes to put in place the necessary security measures to comply with its obligations and to inform the Participants and its staff of the limits of the rights of use provided for in the contract. The Client guarantees Cerfacs against any claim or action by any third party in respect of any use of the Services not authorised by the contract.

ARTICLE 7: INFORMATION TECHNOLOGY AND FREEDOM

7.1. Data of a personal nature

The Participant and the Client are required to provide Cerfacs with personal data when placing an order. The data processing implemented by Cerfacs is described in more detail in Cerfacs' privacy policy available at: <https://cerfacs.fr/politique-de-confidentialite/>. The Client guarantees Cerfacs that the Participant has read and understood this confidentiality policy. The data collected and processed by Cerfacs is necessary to enable Cerfacs to pursue the purposes described in this confidentiality policy, and in particular for the provision of Training, Services or the management of Orders. Their non-communication is therefore notably likely to prevent Cerfacs from providing the Formations, Services and the consultation of the Sites. Cerfacs cannot be held responsible for such an impediment in the event of refusal to communicate the data by the Client and/or the Participant. Within the framework of the General Data Protection Regulations, the data and information collected by Cerfacs at the time of the order are kept by Cerfacs as proof on a reliable and durable support.

As such, concerning IP addresses and connection data of the computer equipment accessing the Services, their legal retention period is 12 months for access control purposes, in particular at the request of a competent administrative or judicial authority. On the other hand, the personal data collected in the context of the training and for the execution of the training, will be kept for the duration of the training and its management, increased by the duration necessary for the Cerfacs to exercise or defend its rights in court.

7.2. Cookies

The Cerfacs uses tracers or cookies. On this point, please refer to the cookie policy accessible on each Site. The Client guarantees Cerfacs that the Participants are fully aware of this cookie policy. In particular, the Client is specifically informed that Cerfacs processes connection data enabling the traceability of the Participants and the computer workstations that connect to its Sites (date, time, IP address, parameters of the visitor's computer, page(s) consulted, browser used, electronic address, logs, consultation or behavioural statistics). The use of certain tracers or cookies is necessary to enable the Customer and Participant to access the Services and the customer area. Cerfacs may not be held liable in the event of impossibility of access to the Services or to the client area that would result from opposition to the use of these tracers or cookies by the Client and/or the Participant.

ARTICLE 8: INTELLECTUAL PROPERTY

The Information made available to Clients and Participants by Cerfacs within the framework of the Training Courses, Services and Sites, is protected in particular by intellectual property rights, including copyright, the right of the producer of databases, and trademark law, in accordance with the provisions of the Intellectual Property Code. Cerfacs is the sole owner of all intellectual property rights relating to the Information and to the textual, graphic, sound, video, software, database or any other elements composing the Formations, Services and Sites. The contract does not entail any transfer of intellectual property rights to the Client on the Information, Training Courses, Services and Sites. Unless authorised by Cerfacs or its assignees, neither the Client nor the Participants are authorised to reproduce, communicate, adapt, translate, distribute, sell, rent, lease, give in any way whatsoever, the Information, including the educational support, and more generally to carry out, directly or indirectly, any act falling within the scope of Cerfacs' intellectual property rights.

The Client and the Participants also undertake not to circumvent or remove the technical information and protection measures of all or part of the Services and/or Information. Furthermore, each Party may only use the name or trademarks of the other or the name of the group to which each belongs, if applicable, as a commercial reference in its advertising and commercial documents with the agreement of the Party concerned.

ARTICLE 9: SANCTIONS FOR NON-PERFORMANCE

Each Party to which an undertaking has not been performed, or has been performed imperfectly, may :

- Refuse to perform or suspend the performance of its own obligation, including by anticipation;
- Provoke the termination or cancellation of the contract in application of the termination clause stipulated below in the event of serious breach;
- Request compensation for the consequences of non-performance.

Sanctions that are not incompatible may be cumulative and damages may always be added. With regard to the aforementioned termination or cancellation option, the Parties agree on the following termination clause: each Party may automatically terminate or rescind the Contract without prior judicial decision and without compensation, in the event of serious breach by the other Party of one of its obligations under the Contract and if this breach is not remedied by the Party at fault fifteen (15) days after sending a registered letter with acknowledgement of receipt to the latter.

Failure by the Client to pay by the due date or failure to comply with the conditions of use of the Services and/or Cerfacs' intellectual property rights are considered as serious breaches by the Client. Failure by Cerfacs to make the Services available to the Client for more than one month, other than in a case of force majeure, is a serious breach by Cerfacs. It is expressly agreed between the Parties to exclude the application of article 1226 of the Civil Code, the only possibility of termination or cancellation being therefore the implementation of the termination clause in the previous paragraph.

Whatever the cause of the termination of the contract :

- All the remaining sums due by the Client to Cerfacs will be immediately payable and the Client remains liable for the payment of all Training Courses, Services provided by Cerfacs up to the date of the end of the training course, and more generally for the payment of all invoices due to Cerfacs and not yet settled;
- The Client's access to the Services is stopped.

ARTICLE 10: MISCELLANEOUS PROVISIONS

10.1. Force Majeure

The Parties may not be held liable for the non-performance of their obligations under the GCS, if such non-performance is due to a case of force majeure as defined in Article 1218 of the Civil Code.

10.2. Complaint procedure

All complaints, whatever their nature, can be made in writing to the following address:

CERFACS - Training Group - 42 Av Gaspard Coriolis - 31057 Toulouse Cedex 01 - FRANCE

10.3. Applicable law and jurisdiction

The General Terms and Conditions of Sale are subject to the provisions of French law. In the event of a dispute arising from the interpretation or execution of these GCS, the Parties may have recourse to a conventional mediation procedure or any other alternative dispute resolution method.

Failing this, the Court of Toulouse shall have sole jurisdiction to hear any dispute between the Parties, including conservatory proceedings, emergency proceedings, in the event of summary proceedings, appeal, petition or plurality of defendants.