

1. OBJECT

1. These Terms & Conditions shall come into effect on the date that the Contract is signed by both parties. The Customer shall be entitled to purchase further Training Services under the terms of these Conditions by completing and signing a Contract.
2. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.
3. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
4. Where this Agreement is being entered into by the Customer as an agent for another, the Customer shall ensure that all of the obligations set out in this Agreement are fully passed down into its agreement with the third party. In any event the Customer shall be liable to the Supplier in accordance with the terms of this Agreement for any failure by the Customer or the third party to perform the obligations set out in this Agreement.

2. SUPPLY OF TRAINING SERVICES

1. The Supplier shall supply the Training Services to the Customer in accordance with the Proposal in all material respects.
2. The Supplier shall use all reasonable endeavors to deliver the Training Services on the date specified in the Contract however the Supplier reserves the right to postpone or cancel a course including without limitation, due to the illness of the tutor (where the Supplier is not able to find a suitable replacement), or where the Supplier considers, in its absolute discretion, that travel to the course location would pose a safety risk to its tutor(s). The Supplier shall not be liable to the Customer for any costs incurred by the Customer as a consequence of such postponement or cancellation, other than to reimburse the Customer for any course fees paid in advance where it is not practicable to re-schedule the course.
3. The Supplier shall have the right to make any changes to the Training Services which are necessary to comply with any applicable law or safety requirement, or which do not materially



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affect the nature or quality of the Training Services, and the Supplier shall notify the Customer in any such event.

4. The Supplier warrants to the Customer that the Training Services will be provided using reasonable care and skill.

3. PRICE AND SCHEDULE

3.1 PRICE

The price for the course delivery depends on the training and on the number of delegates attending. All prices are given in EUR all taxes excluded. The price do not include travel and accommodation expenses for the trainer(s) Travel (from La Ciotat or Nantes) and living expenses for the trainer(s) will be additionally charged at cost and endorsed by tickets and invoices.

3.2 INVOICING AND PAYMENT CONDITIONS

An advanced payment will be requested at the reception of the PO. 100% of the total amount, including travel and accommodation fees shall be invoiced upon completion of the training course. The Customer shall carry out the payments by wire transfer within 30 days from the date of issue of the invoice.

3.3 SCHEDULE

The schedule for the training course shall be agreed between the Customer and PRINCIPIA and confirmed at least 3 weeks before the session is actually held.

4. WARRANTY

PRINCIPIA represent and warrant that the services will be performed in a professional and workmanlike manner. Except as expressly set forth in this agreement, with respect to the professional services, PRINCIPIA make no other warranty, express, implied or statutory, and all such warranties are hereby disclaimed including, but not limited to, any warranty of merchantability, hidden defects, defective products or fitness for a particular purpose.

5. DISCLAIMER

Except as expressly set forth in this agreement, PRINCIPIA and its third party suppliers make no warranties of any kind, including any implied warranty of merchantability, of hidden defects, of defective products or of fitness for a particular purpose with respect to the software or services provided under and pursuant to this agreement and all such warranties are hereby disclaimed.

6. LIMITATION OF LIABILITY

PRINCIPIA shall, in no circumstances, be responsible for any consequential and/or indirect damage, such as (but not limited to) loss of revenue or production, loss of business opportunities, capital costs or costs caused by interruption of production. The total aggregate liability of PRINCIPIA and its agents or employees, arising from or in connection with the performance of the Software, shall, in no event and under no circumstances, exceed the amount excl VAT mentioned in article "Prices" here above. Customer shall waive any recourse against PRINCIPIA and shall indemnify and hold PRINCIPIA harmless from and against any claim from third parties in connection with the Software and Services provided.

7. INTELLECTUAL PROPERTY

1. All Intellectual Property Rights in or arising out of or in connection with the Training Services and Supplier Materials shall be owned by the Supplier.
2. All Supplier Materials are the exclusive property of the Supplier.
3. The Customer shall not, and shall ensure that its delegates shall not:
 - a. make video or audio recordings of the course presentation;
 - b. make copies (of any type) of the Supplier Materials (unless the Supplier has given its prior consent in writing);
 - c. allow access to the Supplier Materials on any digital media, including without limitation on a tablet computer or smart phone, to any other individual or corporation;

- d. assign, transfer, sell, lease, rent, charge or otherwise deal in or encumber the Supplier Materials on behalf of any third party or make the Supplier Materials available to any third party, and/or
 - e. remove or alter any copyright or proprietary notice or trademark or trade name applied to the Supplier Materials.
4. The Customer shall, and shall ensure that its delegates shall:
- a. limit access to the Supplier Materials to those of its employees, agents and contractors who have participated in the relevant course;
 - b. notify the Supplier immediately if the Customer becomes aware of any unauthorized use of the whole or any part of the Supplier Materials by any third party;
 - c. take all reasonable steps to keep the confidential information contained in the Supplier Materials confidential, and to protect the Intellectual Property Rights in the Supplier Materials from unauthorized use.
5. The Customer shall:
- a. pay the Supplier's reasonable costs and charges for the production of any copies of the Supplier Materials requested by the Customer solely for use by delegates who have already attended the relevant course; and
 - b. reimburse the Supplier the full cost of the relevant course fee for any unauthorized copies made of the Supplier's Materials by individuals who have not attended the relevant course.

8. CONFIDENTIALITY

A party (*receiving party*) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (*disclosing party*), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and Training Services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's



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confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 9 shall survive termination of the Contract.

9. QUALITY ASSURANCE PROVISIONS

The work will be performed in accordance with PRINCIPIA internal quality procedure, which complies with ISO 9001 (Ed 2008). The quality system has been certified by DNV-GL under the reference No. 82242-2010-AQ-FRA-COFRAC-Rev.2 since June 2004 and valid until Sept-2018.

10. GOVERNING LAW

The present proposal and the contract which could be entered into following such proposal are construed and interpreted in accordance with the laws of France, irrespective of any rules of conflict.

11. JURISDICTION

All dispute arising from the interpretation or the performance of the present proposal or the contract which could be entered into following such proposal, shall be exclusively and finally settled by the Tribunal de Commerce de Paris (France).