

GENERAL TERMS AND CONDITIONS OF SALE

DELIVERY OF SERVICES

Except by special agreement, SensioLabs shall not be required to install products for on-site training. If the customer so requests, such services shall be billed at the daily training rate in effect on the order date.

TRAINING ORDERS

Any order for shared (off-site) training implies that the customer accepts the course content as described in the current training course catalog. Any order for dedicated (on-site) training implies that the customer accepts the course content as described in the training and financial agreement, a copy of which is given to the customer.

PRICE AND PAYMENT TERMS

Our prices do not include tax. Invoices are due in full upon receipt. Acceptance by SensioLabs of orders is conditional on receipt of full payment of its invoice. SensioLabs therefore expressly reserves the right to release seats booked by the customer if the registration fees have not been paid according to the terms stipulated below. The invoice is sent to the customer once registration is confirmed. The invoice may be sent directly to an agency in charge of purchasing training, provided that this agency sends SensioLabs a purchase order at least two weeks before training begins. Such arrangement does not exempt the customer from sending a purchase order to SensioLabs. In the event of non-payment, for any reason whatsoever, by the agency in charge of purchasing training for the customer, the invoice shall become payable by the customer. Any workshop already underway is considered to be due in full.

PAYMENT

Payment of invoices can be made:

- by credit card, which is the only payment method accepted for registrations made within one week of the workshop date
- by check
- by bank transfer:

CIC PARIS ETOILE ENTREPRISES

Bank code 30066 - Branch code 10913 – Account no. 00020063201 – Check digit 70
IBAN: FR76 3006 6109 1300 0200 6320 170

Please reference the invoice number(s).

Invoices are due in full immediately upon receipt, unless a different due date is indicated on the invoice. Any invoice not paid by this due date will automatically be subject to:

- a prorated interest charge of 1.5% per month

- a penalty of 20% on the sale price, excluding tax
- immediate collection of payment on invoices not yet due

SensioLabs reserves the right to suspend or cancel services already in progress without any compensation to the customer. Any applicable duties and taxes are billed in addition to the sale price, in accordance with applicable laws and regulations. The training certificate is attached to the invoice.

TRAINING AGREEMENT

Our invoices serve as a simplified agreement. A standard training agreement may be provided to the customer upon request.

WORKSHOP NOTICES

SensioLabs shall not be responsible for workshop notices not received, whoever the customer recipient(s) may be, or for a student or students absent from training.

It is the customer's responsibility to ensure, when in doubt, that students are registered for training and are in attendance.

REGISTRATION CANCELLATION, ABSENCE OR POSTPONEMENT

Any registration must be cancelled by telephone and confirmed in writing.

- A registration that is cancelled more than two weeks before the start of the workshop will not be billed.
- A registration that is cancelled between one and two weeks before the start of the workshop will be billed to the customer at 50% of the total price of the course.
- A registration that is cancelled less than one week before the start of the workshop will be billed for the total price of the course.

A registration that is postponed less than two weeks before the start of the workshop will be considered as a cancellation.

If a student is absent from training without prior cancellation, the services ordered will be billed in full.

CANCELLATION OF A COURSE

SensioLabs reserves the right to cancel any shared (off-site) training course due to a lack of participants, difficulty procuring training materials or technical difficulties, without compensation.

If this should happen, students will be notified at least one week before the start of the workshop and their registration will automatically be postponed until the following session.

LIMITATION OF LIABILITY

Except in the event of gross negligence, SensioLabs' liability is limited to the amount paid for the services provided.

SensioLabs shall assume no responsibility for difficulties or technical problems encountered during certification testing.

NO-HIRE AND NON-SOLICITATION OF EMPLOYEES

The customer shall not, directly or indirectly, solicit or employ, in any capacity, any current or future SensioLabs employee. This provision shall be valid, regardless of the role of the employee in question, and even if the said employee initiates contact. This provision shall remain in effect throughout the performance of this agreement and for a period of 12 months after termination for any reason whatsoever. In the event of failure to comply with this no-hire agreement, the customer agrees to pay SensioLabs a lump sum penalty equal to the gross annual salary that each hired employee would have earned prior to their departure.

JURISDICTION; IN CASE OF DISPUTE

SensioLabs designates its principal office address as the address for service of process. The parties shall seek to amicably resolve any dispute arising between them resulting from the interpretation or application of the contract. If an amicable agreement cannot be reached, the dispute shall be referred to the Paris Commercial Court and governed by French law.

INTELLECTUAL PROPERTY

The use of documents distributed during training courses is subject to Articles 40 and 41 of the French law of March 11, 1957.

Under Article 40 of the law of March 11, 1957, "any representation or reproduction in whole or in part made without the consent of the author or his assignees or representatives is illegal."

Article 41 of the same law only authorizes "copies or reproductions intended for a collective use" or "analyses and short quotations, provided that the name of the author and the source are clearly indicated."

Any representation or reproduction, by any means whatsoever, in violation of current legislation shall constitute an infringement punishable under Articles 425 and 429 of the French Penal Code.

The customer shall be held liable for any unauthorized use of these training materials or software. The export of certain products may be subject to specific regulations in France as well as to laws regulated by the United States Department of Commerce.

Exporting in violation of these regulations is prohibited. It is the customer's responsibility to comply with all of the applicable regulations.