

General Terms And Conditions Of Sale

January 2024

These general terms and conditions of sale govern the relationship between EURL MLG Solutions and its client, within the framework of a training service, and prevail over any other document.

Any registration is subject to these general terms and conditions of sale unless formally and expressly derogated by EURL MLG Solutions. The client company declares to accept them without reserve.

These general terms and conditions of sale are applied notably in accordance with Articles L 6353-1 and following of the French Labor Code regarding professional training.

Definitions:

- Client: natural or legal person placing a training order with EURL MLG Solutions.
- Trainee: person from the client and participating in the ordered training.
- In-house training: custom-made training carried out on behalf of a client or a group of clients.

Scope:

These general terms and conditions of sale apply to all in-house training provided by EURL MLG Solutions.

Contractualisation:

Any acceptance of the training proposal implies the unconditional acceptance of these sales conditions. Unless otherwise stipulated in the training proposal, the validity period of the proposals from EURL MLG Solutions for non-catalogue courses is 60 days from the date of sending the proposal.

A training agreement in duplicate is sent by mail, with the responsibility of the registration manager to return it duly signed at least 15 days before the start of the training.

EURL MLG Solutions reserves the right to subcontract all or part of the services in accordance with the provisions of these general terms and conditions of sale.

Educational Materials:

All materials, whatever they are, are strictly personal to EURL MLG Solutions and are protected by the provisions of the Intellectual Property Code. The client undertakes not to reproduce, directly or indirectly, in whole or in part, to adapt, modify, translate, represent, market, or distribute to non-participating members of its staff in EURL MLG Solutions training or to third parties the said materials without prior written consent from EURL MLG Solutions.

Confidentiality:

EURL MLG Solutions undertakes to respect the confidential nature of written or verbal information that the client may have transmitted to it as part of its training services.

Liability:

EURL MLG Solutions undertakes to carry out training services with all the care and competence at its disposal and within the framework of an obligation of means. The liability of EURL MLG Solutions can only be engaged in the event of proven fault exclusively attributable to EURL MLG Solutions.

EURL MLG Solutions is not responsible for the personal belongings of trainees or for damage caused to the client's equipment. EURL MLG Solutions will in no case be liable for any indirect, material, or immaterial damage, consequential or not, such as commercial or financial loss, loss of clientele, loss of brand image, loss of orders, any commercial disturbance, total or partial loss or destruction of customer file data, as well as any action by third parties.

Without prejudice to the foregoing, the liability of EURL MLG Solutions, in the event that it is called into question for its training services, is expressly limited to the price actually paid by the client for the training service concerned.

EURL MLG Solutions declares to hold professional liability insurance covering all consequences that may directly result from its professional activities.

Cancellation by the Client:

In case of cancellation or postponement, at the client's request, of a step or action, it will be invoiced:

- 50% of the corresponding fees if the decision is notified between the 15th and the 30th day preceding the start date of the training.
- 100% of the corresponding fees if the announcement of the decision is made within the 15 days preceding the scheduled date.

This sum cannot be deducted from the employer's obligation for continuing vocational training and cannot be the subject of a refund request or taken care of by the OPCO. This is specified on the invoice and should not be confused with the amounts due for training. Furthermore, if a preparation cost was planned before the training session, it will remain the responsibility of the client.

However, if the cancellation is motivated by a case of force majeure, the client may postpone his registration to a later session at no additional cost. If the impossibility results from a health problem, the client must present a medical certificate.

Cancellation by EURL MLG Solutions:

EURL MLG Solutions reserves the right to cancel any training in the event of force majeure (lack of trainees, illness of its training consultant...) without compensation or penalties paid to the client.

The client may then choose another training date or cancel his order without penalties. In the latter case, the client will be refunded the sums already paid.

EURL MLG Solutions cannot be held responsible for expenses incurred by the client or damages resulting from the cancellation of training or its postponement to a later date.

Rates:

All our prices are indicated excluding taxes. They are subject to the French VAT at the prevailing rate. Any started training is due in full.

Payment Terms:

All invoices issued by EURL MLG Solutions are due upon receipt and without discount.

Any late payment will automatically result in the payment of late interest corresponding to 3 times the legal interest rate in force.

Insofar as EURL MLG Solutions issues a training agreement for the action ordered, it is the responsibility of the client to verify its imputability.

The client undertakes to notify EURL MLG Solutions of any possible delegation to an OPCO at the latest before the start of the training session. Failing to do so, EURL MLG Solutions reserves the right to invoice the client directly for the training service due.

Restrictive Conditions:

EURL MLG Solutions reserves the right:

- to refuse any registration from a client for legitimate and non-discriminatory reasons,
- to exclude at any time any participant whose behaviour would disrupt the smooth running of the course and/or would seriously contravene these general terms and conditions of sale,
- to exclude any participant who has made false statements during registration, without compensation.

Termination Clause:

In the event of a breach of any of these general conditions or the specific conditions indicated on the quote (in particular regarding the payment of the deposit), EURL MLG Solutions shall have the right to consider the contract for the provision of services concluded with the Client as terminated by operation of law, without compensation to be paid by EURL MLG Solutions and without prejudice to any damages awarded to EURL MLG Solutions.

Personal Data:

The personal information collected as part of the execution of the service agreed with the client is essential for the processing of their request. They are exclusively reserved for the use of the company EURL MLG Solutions, which undertakes not to communicate them to third parties.

In accordance with the Data Protection Act (Article 27 of Law 78-17 of January 6, 1978), the client has a right of access and rectification to the information concerning them. To exercise this right, a written request can be sent to mariliis@b2bgrowth.fr. The client authorizes EURL MLG Solutions to mention their company and to display its logo as a client reference.

Miscellaneous Provisions:

All disputes relating to the performance and termination of contractual obligations between the parties, and in particular disputes relating to the payment of sums agreed upon, fall within the exclusive jurisdiction of the Commercial Court of Bobigny, 1-13 Rue Michel de l'Hospital, 93008 Bobigny Cedex. Only French law applies, regardless of the place of performance of the service.