

# General terms and conditions of sale of a VISTIM Masterclass training program

## 1 PURPOSE

- This document, hereinafter “General Terms and Conditions of Sale” (“GTCS”), applies to all Masterclass type training offers made by VISTIM S.A., “the Company”.

## 2 Order

- The order is considered firm and definitive when the customer returns, by any means, the filled-in registration form.
- The act of placing an order implies the Customer’s full and unconditional acceptance of these GTCS, the Customer guaranteeing that all its employees, representatives and agents will comply with them.
- The Customer acknowledges in this respect that, before submitting the order form, they were given sufficient information and advice by the Company, thereby enabling it to ensure that the service offer matched their requirements.
- The Company reserves the right to revise these general terms and conditions at any time, the new terms and conditions applying to any future order.

## 3 PRICE

- The price per participant is indicated on each training order form.
- Registration is made in the name of the natural person (participant) but the Company’s Customer is the firm or institution (contracting party) as indicated on the registration form and which is bound by these GTCS.
- All prices shown are in Euros, excluding VAT, and so VAT at the rate applicable at the date of invoicing needs to be added.

## 4 PAYMENT

- 50% of the training fees are invoiced on registration and are payable within 15 days.
- The training slot is only guaranteed upon receipt of payment within the deadline indicated on the invoice.
- The remaining 50% are invoiced 1 month prior to the start of the training and are payable before the first day of training.
- The Company reserves the right :
  - to exclude the participant from the training if the Customer has not settled the full amount invoiced before the start of the training;
  - to exclude from the training, and this at any time, any participant whose behavior interferes with the smooth running of the training and/or is in serious breach of these GTCS;
  - to refuse any registration once the limit of attendants stated in the training sheet is reached.

## 5 CANCELLATIONS / REPLACEMENTS / POSTPONEMENTS

- Any cancellation or replacement should be communicated to the company in writing.
- Replacement participants from the same company are accepted at any time, free of charge. The names and details of the replacements must be communicated in writing.
- Cancellation notified more than 30 calendar days prior to the start of the training program gives rise to a refund or a credit note for the total of the amount already paid by the customer.
- Cancellation notified up to 8 calendar days prior the start of the training gives rise to a voucher corresponding to the amount already paid, to be transferred on another training program, within 12 months.
- For a cancellation within 7 calendar days prior to the start of the training program, the total training fee is fully due. 50% of the entire fee, subject to full payment received, will be transferable to another training program, within 12 months.

- In case of no-show without prior written cancelation or withdrawal after the start of the program, the entire program fee remains due without reimbursement nor transferability
- If the number of participants on a training program is deemed insufficient for qualitative teaching reasons, the Company reserves the right to cancel the training program at the latest 5 calendar days before the start of the training program. Registration fees already paid will be refunded in full, or if preferred, a credit note will be issued. The Company will contact customers to propose new dates or alternatives.
- The Company reserves the right to postpone a training program or session, to change the location where it is to be held, the program content or the trainers, while maintaining the same quality of the initial session if circumstances beyond its control make it necessary. Every effort will be made to find an alternative suiting all participants.

## 6 LIABILITIES

- The Customer – or the participant, as the case may be – undertakes to subscribe to and/or to maintain, for the duration of the training, appropriate professional liability insurance coverage for physical injury and material damage caused by its actions or those of its employees, prejudicing the Company, other participants and/or third parties.
- The Company confirms to have appropriate professional liability insurance.
- In no event can the Company be held liable for indirect damage such as loss of data, files, operating loss, commercial damage, loss of earnings or damage to image and reputation. The training program and its content does not replace the need for nor constitute legal or tax advice when applying the training content in any specific situation.
- In any event, the Company's liability is excluded in case of force majeure.

## 7 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- The Company is sole owner of the intellectual rights relating to the training it dispenses; hence, all the teaching aids, in whatever form (hard-copy, digital, oral...) used within the framework of the order remain its exclusive property.
- The Customer and the participant(s) undertake not to use, reproduce, directly or indirectly, in whole or in part, to adapt, modify, translate, represent, commercialise or disseminate to third parties the course aids or other teaching resources made available without the express written consent of the Company.
- The parties undertake to keep confidential the information and documents of a business-related, technical or commercial nature regarding the other party, to which they might have gained access during the execution of the contract.

## 8 COMMUNICATION

- The Customer accepts being quoted by the Company as a Customer of the service offer in the context of its commercial activity, at the Company's expense.
- To this end and subject to compliance with the provisions of article 7 above, the Company can mention the name of the Customer, together with an objective description of the nature of the services, in the list of its references used for both external and internal communications.

## 9 DATA PROTECTION

- In accordance with the modified law of 02/08/02 relating to the protection of personal privacy and to the General Data Protection Regulation of 27/4/16, the Company processes personal data in order to manage registrations. The information requested of you is needed to deal with your registration and is used by the Company for this purpose. You can access this information and ask the Company to rectify it, via an online request ([info@vistim-sa.com](mailto:info@vistim-sa.com)) or by post to: VISTIM S.A., 14 rue du Lavoir, L-3358 Leudelange

## 10 CONTESTATIONS AND DISPUTES

- Any dispute which has not been settled amicably will be subject to Luxembourg law and brought before the appropriate courts of Luxembourg.