

GENERAL TERMS AND CONDITIONS STC I - CONTINUING VOCATIONL TRAINING

APPLICATION OF THE GTC - ENFORCEABILITY

These T&Cs apply in three different ways:

1. the general terms and conditions applicable to all of the Group's activities (GTC),
2. the terms and conditions specific to each activity (STC) that complement or specify the GTC,
3. the other terms and conditions (OTC) defined in the contract or the proposal issued by CNPP that complete or specify the GTC and STC.

These GTC are deemed to be part of the contract or order placed. By signing the contract or the proposal issued by CNPP and / or by issuing a purchase order in accordance with it, the customer acknowledges having read CNPP's Terms and Conditions and accepts same in full and without reservation.

They apply systematically and prevail over all purchase terms and conditions, except in the case of a formal and written waiver from CNPP. The order of application is i) the other terms and conditions (the contract), ii) the specific conditions, iii) the general conditions. Any condition iii) not contrary to conditions ii) or i) applies, any condition iii) or ii) not contrary to conditions i) applies.

These Terms and Conditions are also available in English. In case of conflict of interpretation between the French version and the English version, the French version prevails.

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GTC - GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL ACTIVITIES

GTC1 - Prices

Unless otherwise specified, the price announced in the proposal or the rate includes all the expenses involved in the creation and management of accounts, all the expenses of documentation, creation and publishing of documents. It excludes VAT and will be increased by the VAT rate in force at the time of the billing according to the legal provisions.

Travel expenses, postage and customs charges, unless expressly indicated as included in the price, will be charged extra and will include the applicable VAT rate (in accordance with Article 26 7, I -2° of the French General Tax Code). Except in case of invoicing of fixed costs, the vouchers for travel expenses can be provided on request.
 In some countries where a tax deduction at source is provided for any service provided by a foreign supplier, the price established by CNPP will take into account this provision specific to the customer's country.

CNPP undertakes to minimize the costs associated with the travel expenses of its agents, by organizing, if possible, group travel and by choosing transport, accommodation and catering providers of an average level, depending on availability and distance, practicing reasonable rates, while ensuring the minimum comfort required to provide the service.
 CNPP undertakes to notify the customer in advance in case of a waiver from these commitments.

CNPP's services are limited exclusively to those mentioned explicitly in its proposal. If applicable, additional services requested by the customer may be the subject of a new proposal or an amendment.

GTC2 - Orders - Installments

Orders will be considered firm and definitive only after receipt by CNPP of a signed purchase order, prepared by the customer in due form on company letterhead bearing the mandatory information, including the

date and order number, the precise designation of the service, references to the technical and commercial proposal of CNPP where applicable, and the written agreement and position of the signatory. Otherwise, the return of the proposal issued by CNPP, duly signed and sealed by the company, will be considered as a purchase order. This purchase order will be accompanied, if applicable, by a deposit equal to 30% of the total amount of the order. An adjustment invoice will be sent to the customer upon receipt of the deposit. Unless otherwise indicated, the technical and commercial proposal is valid for 3 months from its date of establishment.

GTC3 - Invoicing and payment of the price

At the end of the performance of the service, CNPP will issue an invoice payable by bank transfer within 30 days of the end of the month.

Unless otherwise specified, CNPP issues invoices in EURO or Dirhams for its Moroccan subsidiary.

If the proposal or the contract provides for interim billing, CNPP will issue an invoice in proportion to the time spent, or at the scheduled pace.

An interim invoice will also be issued if the service is interrupted before its completion, for whatever reason; or at the request of the customer during performance or at the discretion of CNPP, particularly at the end of the year.

Any additional charge (means, time spent) resulting from misinformation, a delay in the information transmitted or a lack of information from the customer is liable to additional billing as part of an amendment to the initial proposal.

In case of non-payment of an invoice, CNPP reserves the right to suspend its work until the sums due have been paid. In addition, without prejudice to any other action, CNPP reserves the right to suspend any service in progress with the company even if it falls under another contract in progress within the group, until the full payment of the sums due.

No discount is allowed, unless a specific waiver has been agreed.

GTC4 - Penalties for late payment

In accordance with Article D441-5 of the French Commercial Code, a lump sum compensation for recovery costs of 40 euros is due for any late payment, payable on invoice without further notice. Furthermore, default interest will be payable from the first day following the due date and will be calculated on the basis of the ECB refinancing rate plus 10 points.

GTC5 - Price revision

The rates announced in the CNPP proposal are valid for 3 calendar months from the date of issue of the proposal, unless stated otherwise.

For any invoicing 12 calendar months after the date of issue of this proposal, the "price revision" clause may be applied automatically and without further formalities.

The price stipulated in this contract will be revised at each invoicing by applying the following formula:

$$P = PO \times S / SO$$

in which:

P = revised price

PO = Price agreed when signing the contract

SO = Last known value of the SYNTEC index at the date of signature of the proposal

S = Last Known Value of the Engineering Services Index at the Billing Date

The price will vary up and down depending on the fluctuations of the SYNTEC index, the base index serving as a benchmark being the last index published when the proposal was issued.

GTC6 - Confidentiality agreement

All CNPP staff are required to strictly observe professional secrecy. CNPP refrains from communicating to anyone, directly or indirectly, all or part of the information of any kind, commercial, industrial, technical, financial, etc., which has been communicated to it in the context of its assignment.

In the context of tests falling within the scope of the certification, apart from the brand certifier and persons who are mandated on behalf of the accreditation bodies under a confidentiality agreement, CNPP ENTREPRISE is prohibited from communicating to anyone, directly or indirectly, all or part of the information of any kind, commercial, industrial, technical, financial that has communicated to it within the framework of this assignment. In addition, the same persons may be required to be observers during laboratory tests or during audits or on-site inspections.

GTC7 - Performance of the assignment

CNPP's intervention is carried out in close consultation with the customer, whose active and permanent cooperation is required, in particular by allowing CNPP to intervene and deliver the agreed services in the best possible conditions.

The dates of CNPP's intervention are established by mutual agreement with the customer or according to a program defined in the proposal and validated by the customer.

CNPP cannot be held responsible for delays in the performance of the

assignment if they result from insufficient cooperation of the customer leading to postponements.

CNPP makes every effort to ensure the services provided are satisfactory in every way and fully correspond to the service offer, and undertakes to comply with the agreed levels of skill involved.

CNPP guarantees the quality of the services, which are carried out in accordance with the methods indicated in the specification, in its proposal or the applicable technical repository, and on the basis of the technical information supplied by the customer.

CNPP undertakes to set up the technical means (software packages, IT means, etc.) and human resources needed to perform the service and provided for in the offer.

Where appropriate, the customer may request the application of a specific quality plan.

CNPP undertakes to abide by the safety instructions and work schedules defined by the customer, for missions outside CNPP. Unless special conditions are specified in the proposal, the assignments take place during daytime working hours.

The customer undertakes to communicate to CNPP the data and information that are useful and essential to the performance of the service and, if applicable, the items necessary for the safety of the parties involved. In particular, potential exposure to asbestos must be reported and CNPP reserves the right to refuse the service in such cases. In addition, the list of PPE required for the service must be communicated prior to the assignment and PPE other than safety shoes and helmets must be provided by the customer.

The customer also agrees to respond as soon as possible to any additional questions that CNPP may ask in order not to hinder the progress of the assignment. CNPP is not required to verify the veracity of the findings contained in the documents or reports sent to it or that it obtains from third parties.

The customer agrees to allow unrestricted access to CNPP representatives for the performance of their assignment and to assist CNPP representatives in the visits to the customer's facilities. If CNPP representatives come to the site and access is not authorized or presents a risk not previously reported, the costs associated with travel and the time of attendance of CNPP representatives are due by the customer.

The customer shall ensure that the handling and maneuvering of the facilities necessary for the performance of CNPP's services are carried out by personnel responsible for same, for missions outside CNPP.

If, however, the customer is not entirely satisfied with the service provided by CNPP, it can indicate same using the procedure available on the website.

GTC8 - Communication of results

If the services provided by CNPP lead to the preparation of reports, they are established under its heading, validated by management and issued in an original copy to the customer. CNPP keeps an original copy of each report for a period of 10 years. Only original documents and certified copies are authentic for third parties. No modification or alteration may be made to these documents after communication of same. Reproduction of a document prepared by CNPP is only authorized when in full. Any other form of reference to CNPP services must be subject to prior written agreement from CNPP.

Unless otherwise agreed with the customer, the report will be sent electronically in PDF format, considered by the customer and CNPP as having an equivalent level of security and confidentiality as if it were sent by postal mail.

Unless otherwise stated, the customer's email address for sending the report is the address to which these terms of sale apply.

GTC9 - Concealed Work

All the tax declarations required to date and for the activity of CNPP have been filed with the Tax Administration.

All the services are provided by employees properly employed under Articles L.8211-1 et seq., L.3243-1 et seq., R.3243-1 et seq. And L. 1221-10 of the French Labor Code as part of a contract with CNPP.

GTC10 - Subcontracting

Unless otherwise specified (in particular with regard to services under COFRAC accreditation), CNPP reserves the right to freely subcontract all or part of the service to any person of its choice, and without special prior information to the customer. CNPP undertakes to require the subcontractor to respect the terms of the main contract.

GTC11 - Staff Solicitation

Each of the parties is prohibited from engaging, directly or indirectly, an associate or employee of the other party, for the duration of the contract or assignment and during the 12 months following its termination, whatever the cause and origin of same.

Failure to comply with this provision will be sanctioned by the payment of compensation at least equal to twice the amount of the gross annual salary of said associate or employee, without it being possible for the compensation to be lower than the costs of the service originally provided.

GTC12 - Responsibilities

CNPP's interventions fall within the scope of a best endeavours obligation.

It is not the responsibility of CNPP to ensure that the findings, opinions and/or recommendations given as part of the assignment will be followed by effects on behalf of the customer, except in the specific context of a risk compliance inspection.

The customer is wholly responsible for any use made of the services and/or studies provided. In particular, the CNPP cannot be held liable for any damage of any kind or extent, including immaterial damage (loss or delay in operations, financial loss, commercial loss, etc.) that may be caused directly or indirectly by the use, interpretation and/or extrapolation of the results of the study produced by CNPP or CNPP solutions acquired by the customer.

Unless otherwise stated, CNPP does not take the place of the customer or third parties. In particular, the observations and opinions formulated by CNPP cannot be considered as constituting acceptance of the object to which its intervention relates.

Whatever the reasons, nature, basis or means of action it may take against CNPP to repair any damage, the customer can never claim an indemnity greater than the amount of the sums perceived by CNPP for the services for which it is liable.

GTC13 - Insurance

CNPP holds a civil liability insurance policy underwritten by a well-known company that covers its activities around the world.

GTC14 - Non-waiver of the application of a right

The fact that one of the parties does not at any time require that the other party perform any one of its obligations as part the contract or the order will not in any way affect the right of that party to require its performance at any time thereafter. The fact that one of the parties waives its right to assert the other party's breach of any of the provisions of the Contract or the order does not constitute a waiver by that party of any other breach of the same provision or any other provision or waiver of the obligation in question.

GTC15 - Intellectual Property

All the property rights attached to documents specifically drafted for the customer in accordance with its order are transferred to the customer upon payment in full of the invoice, subject to any restrictions related to a specific activity. CNPP therefore guarantees the customer the peaceful enjoyment of its rights, in particular and without this list being exhaustive, the rights of representation, reproduction and so forth. However, CNPP reserves the right to use the information that results from the service to include them in reviews or general interest works. The proposed works may be published by it. CNPP therefore retains full intellectual property and the rights attached thereto.

In the absence of a clause to the contrary, in the event that the customer provides CNPP with technical specifications for

product-specific tests that it entrusts to CNPP as part of its services, the customer acknowledges it cedes to CNPP all the economic rights on the excerpts, sentences or paragraphs that CNPP may need to use in drafting CNPP technical specifications or general methodology.

The photographs during the tests and their use for external communication are subject to formal authorization from CNPP. In the event of a breach of this requirement, CNPP reserves the right to initiate any procedure it deems appropriate.

GTC16 - Use of the CNPP name

The name "CNPP" is copyright protected. CNPP reserves the right to take any legal or administrative action it deems appropriate against anyone who improperly uses a reference to CNPP.

GTC17 - Protection of personal data

Customers are informed that personal data (names, first names, address, e-mail, phone number, etc.) are collected by CNPP to ensure the performance of sales contracts. These data, which are necessary and sufficient for the management of customer requests, consist of computer files (customer files, trainee files, certified files, etc.) that have been declared to the French Data Protection Authority (CNIL). Customers have the right to access, rectify and delete their personal data by contacting the communication department of CNPP - CS 22265 - 27950 SAINT MARCEL. The data protection policy is available on cnpp.com, general information. Unless otherwise expressly stated by the customer, CNPP authorizes itself to use, where appropriate, the names of its customers in its business communication.

GTC18 - Cancellation - Postponement

CNPP reserves the right to charge a cancellation or postponement fee if the lead times stipulated in the contract or the initial order are modified by the customer. The calculation methods will be defined in the specific conditions by activity or in the other terms and conditions.

GTC19 - Unpredictability

CNPP and the customer declare they hereby waive the application of Article 1195 of the French Civil Code of Law. If unforeseeable circumstances during the signing of the contract or the placing of the order make the performance excessively expensive for one or other of the parties, it will assume the additional cost without being able to claim a renegotiation of the contract or the price in particular.

GTC20 - Force majeure

Each party to the contract or to an order shall notify the other party immediately with confirmation by written notification at the latest within 5 calendar days of the occurrence of a case of force majeure preventing it from fulfilling its obligations in accordance with the terms of the contractual documents. Obligations the performance of which is rendered impossible by the occurrence of a case of force majeure shall be suspended for the duration of the event in question, subject to the provisions of the article "Breach of contract".

The party invoking force majeure agrees to take all measures to limit the detrimental consequences of this event for the other party.

For the application of this clause, only an event simultaneously satisfying all the conditions hereafter may be regarded as constituting a case of force majeure:

- a) The event must be out of the control of the party who invokes it,
- b) This event could not be reasonably anticipated when the order was issued,
- c) The effects of this event can not be avoided by appropriate measures,
- d) This event prevents the performance of its obligation by the party invoking it

The service provider may only claim the delays of its own service providers or subcontractors when the cause of such delays may be considered as a case of force majeure pursuant to this clause.

GTC21 - Litigation

The applicable law is French law. Any dispute related to the performance of the contract or the service will result in the parties seeking an amicable solution. Otherwise, in the absence of an amicable agreement between the parties, only the courts in whose jurisdiction our head office is located shall be competent. To date, they are the courts of Evreux (27).

GTC22 - Breach of contract

During an assignment, the parties hereto may only terminate a signed contract by previously notifying the other party by registered letter with acknowledgment of receipt with a minimum notice of one month. The invoicing of the assignment will be in proportion to the time spent and/or the progress of the assignment. All costs already incurred by CNPP in the context of the assignment, of any nature whatsoever, will be billed.

STC - Terms and conditions specific to each activity**STC I - CONTINUING VOCATIONAL TRAINING****STC.I1 - Inscriptions**

Phone bookings for training courses will only be considered firm upon receipt of the order form provided by CNPP, completed by the customer in due form, indicating the internal order number to the customer if applicable, and the name and quality of the signatory, or failing that, a written confirmation with the same items of information.

Three weeks before the beginning of the training course, CNPP will send the customer the training course agreement which must be returned to the CNPP duly signed.

Affidavits, certificates and diplomas can only be sent after the training course and after full payment of the sums due for the training course concerned.

STC.I2 - Rates

The prices listed in the catalog are firm and final.

They are exclusive of tax and per person, VAT in force applicable in addition. They do not include the transportation costs of trainees from their company to the training location, nor the costs of accommodation and / or catering, the latter being specified separately according to the customer's choice.

STC.I3 - Terms of payment**STC.I3.a Special trainees**

At the end of the withdrawal period, the trainee must pay the full price of the training course.

STC.I3.b Companies domiciled in territories with French sovereignty

Payment will be by check or bank transfer within 30 days end of month, date of invoice.

STC.I3.c Companies not domiciled in territories with French sovereignty

Payment will be made on registration or with the order by check or bank transfer

STC.I4 - Termination of the agreement**STC.I4.a Termination by the training organization**

CNPP reserves the right to postpone certain sessions and maintain the tariff conditions even if the postponed training takes place the following year. The company is notified as soon as possible in writing.

In the event of cancellation without a proposed postponement, the signed agreement is considered to have lapsed. Any sums received are returned in full to the company concerned.

On the other hand, in case of cancellation of the training course, CNPP will propose, in case of re-enrollment on another course of equivalent duration, a reduction of:

- 15% if the cancellation occurs between 0 and 3 calendar days before the start of the course
- 10% if the cancellation occurs between 3 and 9 calendar days before the start of the course
- 5% if the cancellation occurs between 10 and 20 calendar days before the start of the course

These provisions apply except in cases of force majeure.

STC.I4.b Termination by the company

STC.I4.b1: Termination during training - reduction in the scope of the agreement
If, as a result of absenteeism or abandonment from a training course by a trainee, the company is required to terminate the agreement, CNPP will invoice the partial completion of the training course on the basis of the total price initially calculated pro rata temporis the trainee's effective participation in the training course. An early reduction in the scope of the agreement will take place. This provision is not exclusive to the implementation of STC.I3.b2.

STC.I4.b2: Withdrawal clause

If the company terminates the agreement during the cancellation period or during the training period, CNPP ENTREPRISE is entitled to receive a cancellation fee.

In this case, these sums, minus the sums invoiced under article STC.I4.b1, will be deemed a withdrawal and may not therefore be considered professional training expenses.

STC.I4.b3: Cancellation lead-time and amount of deductions

The withdrawal clause will apply 20 days before the start of the training course.

These fees will represent:

- 30% of the sales price of the training course between 10 and 20 calendar days before the start of the course, except in the case of training mobile units.
- 30% of the sales price of the training course between 10 and 30 calendar days before the start of the course, in the case of training mobile units.
- 50% of the sales price of the training course between 3 and 9 calendar days before the start of the course
- 100% of the sale price of the training course 3 days or less before the start of the course

STC.I5 - Withdrawal period

Individual trainees have a withdrawal period of 10 days from the date of signing the training contract with the organization. They must inform the organization by registered letter with acknowledgment of receipt. In this case, no sum can be claimed by the organization.

STC.I6 - Intellectual Property

The training materials and documentation provided by the CNPP are the intellectual property of the CNPP and cannot under any circumstances be used other for than

personal purposes. Any copy or reproduction is reserved for private use.

STC.I7 - Data Protection

The files on trainees, duly declared to the French Data Protection Authority (CNIL), are used to manage CNPP customers and to inform CNPP's authorized representatives about new products and the main operations of the Association of Professional Engineers and Executives approved by CNPP (AGREPI). CNPP is authorized to communicate these lists of graduates (contact details) free of charge to associations of CNPP graduates to facilitate networking. The trainees may oppose the distribution of their contact details by written request to the CNPP Training department.

STC.I8 - Use of the CNPP Name

The qualifications obtained at the end of training courses are delivered individually. They cannot in any way substitute for company certifications and their use by customers in their communication must not create the slightest ambiguity with APSAD service certifications. In this respect, CNPP reserves the right to take court action against any misuse.