

TERMS AND CONDITIONS OF SALE (CGV)

The purpose of these General Terms and Conditions of Sale or "GTC" is to define the conditions under which **QUILOTOA (RCS Nanterre 389 686 874)** provides a service to a customer who accepts it.

These GTC may be amended at any time. The applicable terms and conditions are those given to and accepted by the customer.

The offer

Quilotoa offers a range of consultancy and skills development services for individuals and groups.

Terms of customer commitment

General principles

All customer requests are covered by a commercial proposal and/or an order form specifying the financial conditions and the General Terms and Conditions. This document is deemed to be valid for 30 days. Receipt by Quilotoa of the Customer's 'approval' (with signature and company stamp) on the document constitutes acceptance of its terms by the Customer, as well as full and unreserved acceptance of the GCS. The customer acknowledges that he/she is aware of them.

This formal acceptance by the customer enables the booking of the participants and the planning of the planned actions.

Inter-company training

Applications for inter-company training courses are made online via the [quilotoagroup.com website](http://quilotoagroup.com). Registrations for the session cease to be accepted once the maximum number of trainees has been reached. A training pack is sent to the customer: the training agreement must be signed to confirm the trainee(s)' commitment to participate. An invitation pack is then sent personally to each trainee. Intercompany* rates are deemed to be "all-inclusive": catering, room and training materials.

Training methods

Quilotoa is free to use the teaching methods and tools of its choice, on the basis of the information provided in the commercial proposal and/or the program supplied. Training can be provided on premises chosen by the customer and with the logistical resources defined in the commitment document.

Quilotoa is committed to respecting the deadlines and quality of each service, and to assigning each service to the most competent people in the required specialities. One day of training corresponds to seven hours. The number of days is specified when the quotation is drawn up. To ensure the effectiveness of the training, the number of participants per training day may not exceed 8.

In the case of in-house training, the trainer's meal, travel and accommodation costs will be invoiced to the customer (actual costs or on a flat-rate basis).

Quilotoa will be responsible for the reproduction and delivery of educational documents to the training location.. The cost of producing and sending the materials may be invoiced and will be mentioned in the proposal.

Quilotoa cannot be held responsible for any errors or omissions in the materials provided to the customer. The materials are for educational purposes and complement the training service.

Quilotoa will send the client all applicable legal documents relating to the training (agreements, attendance sheets, etc.). Quilotoa offers its customers various evaluation methods, some of which are carried out by an external third party. These services may give rise to invoicing.

Billing and payment terms

The invoicing and payment terms are specified on the order form and/or the agreement.

Rates are re-evaluated each year on 1 January in line with the current Syntec index.

Any training action begun is due in full, less any sums already invoiced and/or paid. In the event of early termination of the session by the customer for a reason beyond its control, the contract is terminated ipso jure and the training services actually provided are invoiced on a pro rata temporis basis of their value provided for in the contract, less any sums already invoiced and/or paid.

Quilotoa reserves the right to request a deposit before the start of the action.

Invoices are payable within 30 days of the invoice date by bank transfer.

In the event of late payment, penalties equal to three times the legal interest rate in force on the date of the order will be payable automatically, without the need for a reminder, on the day following the scheduled payment date. In addition, a fixed indemnity of 40 euros is payable for collection costs in the event of late payment. If payment for a training course is made by an external body, the OPCO, it is the customer's responsibility :

- to indicate this explicitly on the registration form or order form,
- specify whether partial or full cover is provided,
- and ensure administrative follow-up with the organisation it has designated.

In the event of partial payment by an external funding body, the remainder will be invoiced directly to the customer.

If the external funding body does not confirm that the course is financially covered on the first day of the course, the customer will be invoiced in full for the course.

In the event of non-payment by the OPCO, the customer will be invoiced for the full cost of the training.

Cancellation or postponement

Participants may be replaced at any time, free of charge, at the latest the day before the course, by notifying Quilotoa in writing. In the event of the absence or withdrawal of one or more participants during the course, the full cost of the course must be paid.

1)Cancellation or postponement at Quilotoa's initiative

Quilotoa reserves the right to cancel or postpone a session if the minimum number of participants is not reached. In the event of cancellation for reasons of force majeure (transport strikes, etc.), Quilotoa undertakes to organise a new session as soon as possible.

Quilotoa also undertakes, as soon as possible, to replace the absent trainer by a person with equivalent skills and qualifications and to ensure that the change of person does not interrupt the smooth running of the service.

Quilotoa is authorised to subcontract all or part of the performance of the services covered by this contract. All the Customer's obligations arising from such subcontracting shall apply solely to Quilotoa, which shall remain liable to the Customer for all obligations arising from this contract.

1)Cancellation at the initiative of the customer, whether a legal entity or a natural person, except in cases of force majeure (unforeseeable, insurmountable event beyond the customer's control).

Cancellation by the customer will only be considered by Quilotoa in writing. Penalties will then be charged in accordance with the following provisions.

2-1 Cancellation by the customer at least 30 calendar days before the start date of the session: 30% of the total cost of the session.

2-2 Cancellation by the customer between 30 days and 15 days before the start date of the session: 50% of the total cost of the session.

2-3 Cancellation by the customer less than 15 days before the start date of the session: 80% of the total cost of the session.

2-4 Cancellation on the day of the event: 100% of the total cost of the session.

2-5 Regardless of the cancellation period, if a design cost is specified in the customer's commitment document, this cost will be invoiced at 100%.

3) Postponement or cancellation with charges
In the event of cancellation or postponement, if any costs have been incurred (travel, accommodation, room hire, etc.), these will be invoiced in full.

Intellectual Property

Quilotoa may provide the Customer with teaching aids or documentation. This documentation may not be used in any context other than that of the training course initially planned. This documentation may not be copied or reproduced in whole or in part without the express agreement of Quilotoa. Only a right of use, to the exclusion of any other transfer of property rights of any kind whatsoever, is granted to the customer.

Information, complaints

Any request for information or complaint relating to these GTC must be addressed to Quilotoa, which will endeavour to respond as soon as possible.

Liability

The training courses offered by Quilotoa comply with their description or their commercial documentation. It is up to the customer to prove any non-conformity. Quilotoa's liability may only be incurred in the event of proven fault or negligence and will be limited to the direct damage suffered by the customer, to the exclusion of any indirect damage of any nature whatsoever. In any event, should Quilotoa be held liable, the total amount of all sums payable by Quilotoa may not exceed the total amount of the price paid by the customer for the action concerned.

General provisions

If any of the clauses of the GTC are declared null and void, they will be deemed unwritten, but this will not invalidate either these GTC or the training course in question.

Quilotoa is authorised to use the corporate name, trade name and/or trademarks of the client, and where applicable of the group to which it belongs, as a commercial reference on any medium or on any occasion for marketing and/or advertising purposes after obtaining the prior agreement of the client.

Confidentiality

Quilotoa and the Customer reciprocally undertake to keep confidential all information and documents, whatever their form or nature, to which they may have access in the context of the provision of training or in the course of exchanges that took place prior to the conclusion of the contract.

RGPD

Personal data (gender, surname, first name) and professional data (e-mail address, job title) are collected in order to respond to the customer's request. Quilotoa undertakes to ensure that the processing of this data is reserved for the exclusive use of the training course in which each person is involved.

Applicable law - Jurisdiction

These GCS are governed by French law. The Commercial Court of Nanterre shall have exclusive jurisdiction over any dispute relating to their performance or interpretation, even in the event of summary proceedings, third-party proceedings or multiple defendants.