

GENERAL TERMS FOR CERAN LICENSED CENTRES AND BRANCHES

These general terms form an integral part of the offers of and of any sales agreement for products or services entered into by CERAN SA, a Belgian company with registered offices at 27, Avenue des Petits Sapins, 4900 Spa, Belgium, registered with Verviers Trade Register under number 0450 688 823; TERRES NEUVES SAS, a French company with registered offices at Les Collines de l'Arche, Bâtiment Concorde F, 76, Route de la Demi-Lune, 92057 Paris La Défense – Cedex, France, registered with Nanterre Trade Register under number B403 500 283; CERAN licensed centre. With regard to the contractual relationship between each of the CERAN SA companies, its licensed centres and branches (hereinafter referred to as “the service provider”) and the individuals or legal entities which call on the services of the aforementioned (hereinafter referred to as “the client”), only the official version of these general terms at the time when the contract is entered into is valid.

The service provider does not recognise any differing terms specified by the client, unless the service provider has expressly accepted in writing that they are valid. The client is deemed to have read the general terms and to have accepted all the conditions thereof.

1. PRICES

The prices stipulated in our brochures and documentation are valid for a period of 30 days from the date when the price schedule comes into effect. Our prices are exclusive of VAT. The VAT regulations in effect on the date of registration will apply. The VAT treatment will depend on the information transmitted in good faith by the client.

However, we reserve the right to amend this price schedule and our general terms of sale without notice at any time during the year. Only the price schedule and the general terms of sale mentioned on the website www.ceran.com (in PDF format) at the time of registration shall apply. The client may, at any time, request the current price schedule from our Customer Service Department at the following e-mail address: customer@ceran.com.

2. PAYMENT

Our invoices are payable on the 7th working day following receipt thereof by the client. In the event of registration less than 30 days before the start of the training, the registration fees are payable immediately, and clients not providing their credit card details will be asked to send proof of payment.

A photocopy of a bank transfer document or a cheque does not constitute proof of payment. The amounts due must be credited to the account of the service provider where the chosen training will be taking place, either by credit card, bank transfer or cheque (bank charges relating to the payment instruction for international transfers are payable by the client).

In the event of non-payment within 30 days of the due date, our invoices will automatically and without prior notice incur interest at the rate of 12% per annum. Furthermore, they will automatically and without notice be subject to a € 25 surcharge by way of a fixed indemnity. Any dispute over an invoice must reach us by recorded delivery within 15 days of the invoice date.

Credit card details must only be communicated via the secure medium provided for such purpose. Should any other means of communication be used by the client (e-mail,

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BNP PARIBAS FORTIS - Account number: 248-0135000-06 - IBAN BE85 2480 1350 0006 - SWIFT-BIC: GEBABEBB

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telephone...), the service provider cannot be held responsible for the confidentiality of the information.

In the event of partial or total payment by a third party payer (OPCA, training vouchers...), the client must communicate such information when ordering. The client remains responsible for applying for and obtaining the agreement of the third party payer prior to the start of the training. The client is liable for any amounts not settled by the third party payer.

Any travel/hotel/catering costs incurred within the framework of in-company intercultural and linguistic training ("IN-COMPANY") will be invoiced separately after the training sessions.

3. REGISTRATION

a. Training courses

Registration for a CERAN training course will only be definitive after receipt and acceptance by CERAN's Customer service Department of the completed registration form or a signed offer. The registration form may be completed in paper or pdf format and sent to CERAN for agreement by post or email. It is also possible to register online on our website www.ceran.com.

Acceptance of the registration will be confirmed by sending the written booking, together with a precise description of the product or service ordered, confirmation of our general terms and an invoice.

We reserve the right to cancel any booking for training for which payment has not been made or for which the proof of payment has not reached us in good time.

b. Hotel services and other supplements

The hotel services provided in a CERAN training centre and any additional services ordered on site are payable by the beneficiary immediately, either in cash or by a credit card accepted by the service provider.

Any invoice sent to the trainee or their company for later payment will incur a fixed and indivisible invoicing fee of € 25.

Any hotel or additional service ordered is due in full and must be paid for before departure. In the event of non-payment for one or more services, the service provider reserves the right either to debit the credit card left as security at the time of registration or to invoice the client's company or the client for the service or services.

4. COOLING-OFF PERIOD/RIGHT OF WITHDRAWAL

The client has the right to cancel the order for services, without penalty and without having to give a reason, within a cooling-off period of 7 working days starting on the day after the day on which the final confirmation of the registration for CERAN training is received.

Once this cooling-off period has elapsed, any withdrawal from an order for CERAN services will result in the client being subject to the terms laid down in point 5.

The client cannot however exercise the right of withdrawal if they are registering for training due to start before the end of the 7-day cooling-off period.

5. CANCELLATION OR POSTPONEMENT

In the event of cancellation or postponement notified in writing less than 21 days before the start of their residential language training, non-residential language training (of at least 20 hours per week) or intercultural training, the client will be asked to pay a fixed cancellation fee equivalent to 30% of the total amount invoiced. This fee will rise to 50% of the total amount invoiced for cancellations or postponements made less than 14 days before the start of the

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training and to 100% of the total amount invoiced for cancellations or postponements made less than 7 days before the start of the training.

In the event that any other training costs have been incurred (travel expenses/hotel expenses for the trainer), they will be invoiced to the client supported by proof of expenditure.

For all other programmes, any cancellation and/or postponement must be made in writing to our Customer Service Department no later than 2 working days before the start of the lesson. Any lesson cancelled less than 2 working days before it starts will be forfeit and will not be reimbursed. The option to postpone without incurring any expense is only available 3 times per session of training booked. Any subsequent training postponed will be forfeit and will not be reimbursed.

For the programmes LINGUISTIC HELPDESK, IN-COMPANY | IN-HOUSE THEMATIC GROUP COURSES, IN-COMPANY LEARN@LUNCH, IN-COMPANY | IN-HOUSE INDIVIDUAL COACHING, IN-COMPANY | IN-HOUSE GROUP COURSES, all sessions must be completed within 6 months of the date of the first session.

Both of the 3-day Mini-Stays must be taken within 6 months of the first stay. The 5 distance sessions in the STARTER programme must be completed in the three-month period directly preceding the start of the residential training. Once these periods have elapsed, the sessions will be forfeit and will not be reimbursed.

The registration fees already paid will be reimbursed, less the cancellation or postponement fees and an administrative fee of € 150 per order. Bank charges relating to the reimbursement will be payable in full by the client.

Payment for training is due in full if the client does not show.

If the event of departure or absence on the part of the client during training, payment for the training will be due in full. Any absence cannot be offset by equivalent services.

In the event of postponement, our conditions, notably Article 2 (Payment), will apply.

6. LIABILITY

We use our best endeavours to help the client achieve their learning objectives. However, our obligation to the client in terms of learning a foreign language is limited to a best endeavours obligation, with the client alone being responsible for their actual results.

We are not liable for any compensation or reimbursement if, for reasons beyond our control, we are unable to provide all or some of the services and/or training planned.

We do not accept any liability for any physical or material harm which might be caused by third parties operating transfers from/to stations or airports, or by hidden defects or risks inherent in the products purchased from third parties and sold "as is" by our CERAN centres solely for the client's convenience.

Clients over the age of 18 are free to leave the training centre unaccompanied. The service provider does not accept any liability in the event of an accident during activities not supervised by CERAN members of staff.

7. CERAN AND TERRES NEUVES BRANDED LEARNING MATERIALS

The names "CERAN" and "TERRES NEUVES" are registered trademarks. They may not be reproduced by any technique whatsoever without our express written permission, under penalty of legal proceedings.

All CERAN and TERRES NEUVES course books, exercises, documents, electronic files and CDs are the product of our skill and know-how. We exercise all of the intellectual property rights over them fully and without reservation. All our rights are reserved over each of our

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products, which may not under any circumstances be reproduced, even in part, by any process whatsoever, nor be exploited by any means, such as rental, sale or lending, under penalty of legal proceedings.

8. USE OF CLIENT DATA AND TESTIMONIES

The client's personal information is stored in order to create any documents needed for their training and in order to keep the client informed of development of CERAN product and services. In accordance with Belgian legislation on the protection of privacy (8/12/1992) and in accordance with French legislation ('Informatique et Libertés' 6/01/1978, amended in 2004) the client may gain access to and may rectify or remove this information, if necessary, from CERAN SA, Avenue des Petits Sapins 27, 4900, Spa, Belgium.

The client, on their own behalf and on that of the trainee, gives the service provider and its agents permission to use their name and that of the client company, their testimonies, photographs and video images taken during their training, regardless of the medium, for the purposes of promoting the activities of the service provider.

The service provider and its agents cannot be held liable for the use thereof, except in the event of fraud or gross misconduct on their part, or for the use thereof by third parties without express permission.

9. EXCLUSION FROM CERAN JUNIORS COURSES

In the event of non-compliance with the "ATTITUDE AND COMMITMENT" agreement comprising the rules in effect in CERAN JUNIORS centres, the management reserves the right to exclude participants without reimbursing their stay in full or in part. The fees arising from the trainee's early return are payable by the client.

10. MEDICAL QUESTIONNAIRE - CERAN JUNIORS COURSES

Once a child's training has been confirmed, the parents/guardians will receive a medical questionnaire which they and their doctor must complete and return to the CERAN JUNIORS centre at least 1 week before the start of their training. The child's parents/guardians should be aware that the child's good health is reliant on the proper communication of the information via this medical questionnaire, which may prove to be essential in the event of an accident.

The child's parents/guardians undertake to send this questionnaire duly completed within the timeframe indicated. If this duly completed document is not returned, the CERAN JUNIORS centres will assume that the child is in good health and may freely take part in all of the learning and other activities the programme offers.

All medical and hospitalisation fees are payable by the client. Bearing this in mind, we strongly recommend that the client take out health insurance for the duration of the stay.

CERAN reserves the right to debit the credit card recorded at the time of registration for all of medical fees arising during the training which remain unpaid at the end of the client's stay.

11. APPLICABLE LAW AND COMPETENT COURT

The contract is subject to Belgian law, with the exception of the law of the Vienna Convention on the International Sale of Goods.

In the event of a dispute, the courts of the district of Verviers, which come under the authority of the Court of Liège, have sole jurisdiction.

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Any translation of these general terms is provided for local requirements. In the event of a contradiction between the French version and any other version, the French version will take precedence, to the extent permitted by the local legislation in your jurisdiction.

Any dispute should be notified via your agent or directly to CERAN SA, Customer Service Department, 27, Avenue des Petits Sapins, 4900 Spa, Belgium.

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