

All services provided by F3S S.A. (hereinafter F3S or the Company) are concluded on the basis of these general terms and conditions, which will be annexed to the contract between F3S and the Customer (hereinafter the Subscriber) and which take precedence over the Customer's general terms and conditions.

Art.1 Registrations

Any registration request must be sent to F3S S.A., in writing (by mail or email). Registrations are accepted within the limits of available places. Registration for training is only effective upon receipt of a duly completed purchase order including:

- the subject and references of the training offer(s).
- the amount agreed in the F3S price offer.

Upon receipt of the purchase order, F3S S.A. sends a confirmation to the organization registering one or more employees. This confirmation by email will specify the location, date(s) of the training(s).

Art. 2 Cancellations

Any cancellation must be addressed to F3S S.A. by email or mail. A cancellation of registration received by F3S S.A. fifteen working days before the start of the training does not incur any fees. For any cancellation of an order occurring within the fifteen working days preceding the start of the training, F3S S.A. reserves the right to charge a flat fee corresponding to 50% of the price of the training concerned. Any absence not preceded by a written cancellation before the first day of the training will be charged at 100% of the price of the training in question.

Art. 3 Required Knowledge

For certain training courses, a sufficient level of knowledge or minimal technical experience is necessary to allow satisfactory assimilation of the teaching provided. F3S S.A. is not responsible if the participant does not have the required basic knowledge level.

Art. 4 Teaching Materials

The training materials provided by F3S S.A. at the beginning of the training are included in the participation fees. F3S S.A. retains all copyright rights related to the content of the training and course materials. Any reproduction, modification, or disclosure to third parties of all or part of these trainings and/or documents, in any form whatsoever, is prohibited.

The participant is required to compensate F3S S.A. for any loss or damage to the equipment or premises made available by F3S S.A., regardless of the cause.

Art. 5 Date and Duration of Training

F3S S.A. reserves the right to cancel or postpone a training session if the number of participants is insufficient and will inform either the client or the billing organization that has registered one or more employees no later than one week before the scheduled start date of the training. F3S S.A. cannot be held responsible for costs for consequential damages due to the cancellation of a training session or its postponement to a later date.

Art. 6 Training Prices

The prices cover teaching fees, any remuneration to be paid to supervisory institutions, and the provision of course materials, transportation costs (according to agreement). They do not include participants' meals or the rental of infrastructure necessary for off-site training. Any training started is due in full. The prices indicated are exclusive of taxes and will be increased by the applicable VAT. A deposit of 50% of the invoice is required at registration. The payment of this deposit is made in cash. F3S S.A. reserves the right to adjust its prices at any time based on legal indices or if it deems necessary to adjust to the service market. This revision only occurs during a new offer submission or within the framework of an annual contract/agreement if compelling evidence induces this increase.

Art. 7 Miscellaneous

F3S S.A. reserves the right to modify or adapt the training program according to the evolution of technical knowledge or current legislation. F3S S.A. is not responsible for personal belongings brought by participants to a training session

Art. 8 Practical Training

Practical training is provided by F3S S.A. instructors either in premises or sites adapted, owned by F3S S.A., or on sites belonging to clients. Participants are required to comply with the safety instructions issued by the instructors. In case of non-compliance with the instructions, F3S S.A. declines all responsibility in case of an accident involving one or more participants. Some exercises carried out as part of practical training involve a particular risk by nature. F3S S.A. makes the necessary efforts and steps to prevent such risks from occurring but cannot guarantee that such risks will not occur. Each participant will be duly insured against work accidents, either by their employer or by their own care. The insurance in question provides for a waiver of recourse against the provider F3S S.A.

Art. 9 Responsibilities and Insurance

Without prejudice to the provisions below, the Company's liability is limited to an amount of EUR 2,676,500.00 per claim and per insurance year, for combined material and bodily damages. F3S S.A. is never responsible for indirect damages. In case of gross negligence by the Company (or its employees), the Subscriber will have recourse against it within the aforementioned limit. The Company will not be responsible in any way for any loss, injury, damage, cost, or expense of any nature caused directly or indirectly, resulting from or related to any act of terrorism, biological or chemical contamination, nuclear risk. To be entitled to compensation, the Subscriber must notify the Company of each claim in writing, within two working days following its discovery. In case of a claim, the Subscriber will provide complete and sufficient proof establishing the Company's liability and the exact amount of the resulting damage. Loss of production hours, as well as any other indirect or consequential damages, will never be compensated. The Company is only responsible for the correct execution of the missions mentioned in the contract. The Company is bound by an obligation of means. Circumstances that cannot reasonably be foreseen or avoided, occurring after the signing of the contract and making its execution abnormally burdensome from a technical or economic point of view are considered as force majeure and authorize the affected party to suspend the execution of the contract. The following events may be part of these circumstances if they meet the conditions described above: strikes or other social disturbances, labor shortages, lack of transportation means, serious computer or electronic problems, acts of terrorism, nuclear, chemical, or biological contaminations.

Art. 11 Privacy Protection

The personal data that the Subscriber communicates to the Company is integrated by the Company into an automated processing system. The Subscriber is informed, in accordance with the law of 08/12/1992 relating to the protection of privacy with regard to the processing of personal data, of the following points: 1) The file master is the Company; 2) the purpose of the processing is to enable the Company to manage its clientele (customer administration, service management and provision, creditworthiness monitoring, marketing and advertising); 3) Any person has the right to obtain additional information in the register of the Commission for the protection of privacy; 4) Any person has the right to obtain, under the conditions provided by the legislation in force, the communication of the data that a processing contains about them and 5) to obtain the correction of any inaccurate personal data concerning them.

Art. 12 Force Majeure

Circumstances that cannot reasonably be foreseen or avoided, occurring after the signing of the contract and making its execution abnormally burdensome from a technical or economic point of view are considered as force majeure and authorize the affected party to suspend the execution of the contract. The following events may be part of these circumstances if they meet the conditions described above: strikes or other social disturbances, labor shortages, lack of transportation means, serious computer or electronic problems, acts of terrorism, nuclear, chemical, or biological contaminations.

Art. 13 Billing, Penalty Clause, and Late Payment Interest

Invoices from the Company are payable 30 days after the invoice date. Invoices will be sent in electronic format unless otherwise requested by the Subscriber. If the Subscriber's organization requires, as an absolute condition for the payment of the Company's invoices, the mention of order references (numbers, etc.) different from those of the Company, it is the Subscriber's responsibility to state this at the time of contract subscription and to provide the necessary information on their own initiative. If not, the Company will not accept any refusal of its invoices based on this reason and may suspend the provision of its services in case of non-payment.

If the payment of an invoice is not made within 8 days of a formal notice sent by registered letter, the amount will be increased by 10% (minimum €50.00) as a lump-sum compensation.

If the payment of the invoice is not made within 15 days of the aforementioned formal notice, the Company has the right to terminate the contract immediately and without prior judicial authorization. By this termination of the contract, the Subscriber is required to pay immediately the fees and other amounts that would have been due until the normal expiration of the contract.

In addition, late payment interest will be due at an annual rate of 12% per indivisible month, without the need for formal notice or warning, as soon as the payment deadline is exceeded.

Art. 14 Price Modification

The Company's prices are fixed but, beyond the initial duration of the contract as mentioned in article 3.1 of the contract, may be increased or decreased by 2% for any correlative fluctuation of the consumer price index. The Company reserves the right to adjust its prices in case an external element arises that increases its costs but for which its prices have not been modified by the application of the previous paragraph. Such elements include, in particular, rights, taxes, or fees imposed by legislation as well as fees or charges due in respect of collective labor agreements binding the Company and the increase in social charges or insurance premiums. Services provided, at the request or by the fault of the Subscriber, in addition to the services provided for in the contract will be invoiced based on the rate in force in the Company on the day of their realization.

Art. 15 Disputes

Luxembourg law is the only applicable law to this contract, excluding any other national legal system. In the absence of an amicable settlement, any dispute relating to this contract will be submitted to the Luxembourg Courts, which have exclusive jurisdiction.