



TITLE OF THE E-LEARNING COURSE

Learner contact details :

NAME AND FIRST NAME
(CAPITAL LETTERS)

E-MAIL
(will be used as login)

COMPANY / ORGANISATION

FUNCTION

OFFICE ADDRESS

PHONE NUMBER

Invoicing :

CONTACT NAME AND FIRST NAME
(CAPITAL LETTERS)

COMPANY / ORGANISATION - ADDRESS

PHONE NUMBER

E-MAIL

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TERMS AND CONDITIONS OF SALE

Article 1: Presentation

CEDRE is an expert organisation specialising in accidental water pollution. It provides technical and scientific advice and assistance to the authorities responsible for responding to accidental freshwater and marine pollution. Its technical and operational activities are organised around five departments: Research, Studies and Intra- and inter-company Training, Analysis and Resources, Information, Aquatic Litter Monitoring and Studies. The head office is located at 715, rue Alain Colas, 29200 Brest (France). All the services are hereinafter referred to as the 'CEDRE Service Offer'.

Article 2: Purpose

These general terms and conditions of sale (hereinafter the 'GTCS') form an integral part of the CEDRE service offer contract and govern all orders placed with CEDRE by any client (hereinafter 'the Client'). Placing an order implies the Client's full and unreserved acceptance of these GTCS. The fact that CEDRE does not take advantage of any of these GTCS at a given time may not be interpreted as a waiver of the right to do so at a later date.

The Client is responsible for compliance with these GTCS by all its employees and agents. The Client also acknowledges that, prior to placing any order, it has received sufficient information and advice from CEDRE, enabling it to ensure that the service offer contract is suited to its needs.

As part of the service contract signed by the client, all reports, minutes, protocols and other documents as well as attached files are confidential and intended exclusively for the client's use. The unauthorised publication, use, distribution, printing or copying of the reports and the attachments they contain is strictly prohibited.

Article 3: Quotations and orders

CEDRE provides services at the express request of the Client.

All consultancy and support services are preceded by a commercial and financial proposal drawn up by CEDRE which specifies:

- The nature of the service,
- The price of the service excluding tax,
- The amount of any discounts and rebates,
- The terms of payment,
- The schedule detailing the actions and obligations of the client and CEDRE, as well as the deadlines for completion,
- A reminder of the client's full acceptance of the GTCS,
- To confirm the order firmly and definitively, the client must return an initialled and signed copy to CEDRE.

If the Client accepts the contract, a minimum deposit of 30% of the total cost of the service will be paid by the Client. For operational consultancy missions, CEDRE invoices the time spent on the mission, either on the basis of a price per day of response services, or a fixed-price basis. The technical and logistical costs associated with carrying out the mission are borne by the Client and are not included in the fees under any circumstances. Unless otherwise specified in the proposal, these costs are invoiced at cost price on presentation of receipts for expenses actually incurred by CEDRE + a 5% management fee.

Consultancy services are invoiced in euros and exclusive of tax. VAT will be applied at the rate in force on the day of invoicing.

In the case of non-receipt of the contract duly completed by the Client and of the corresponding deposit, the proposal is considered null and void. Validation of the order implies the Client's full and unreserved acceptance of these GTCS.

Article 4: Request for response services

All missions are subject to a prior request for response services by the Client or its representative and are subject to the acceptance of a quotation and the engagement letter and contract.

The client also undertakes to provide CEDRE with all documents required for the mission.

Article 5: Validity of the service offer contract

The financial and technical provisions of the service offer contract are valid for a period of 170 days from the date of conclusion of the contract by both parties.

Article 6: Validity of electronic exchanges

The Client acknowledges the validity and evidential value of electronic exchanges and accepts that said electronic exchanges have the same evidential value as a written document signed by hand.

Article 7: Confidentiality, intellectual property of the service offer contract

The technical, calendar and financial information contained in the service offer contract is the property of CEDRE and may not be used for any purpose other than that expressed in the service offer contract.

Throughout the duration of the contract and for a period of one year from its expiry or termination, the parties undertake to keep confidential any information they may have collected in the course of their contractual relationship. In particular, the elements contained in the service offer contract may not be communicated to third parties without the prior written agreement of CEDRE.

By express agreement, the services provided remain the property of CEDRE as long as the client has not paid the total cost. Failure to pay prohibits any transfer of ownership of the expert report or any document inherent to the

services provided (list of reservations, memorandum of understanding, etc.), and makes any use of the services improper, whether by the client or third parties.

Article 8: Prices

The prices quoted in the service offer contract are firm and fixed.

The prices of the services are those detailed in the quotations or contracts accepted by the Client. They are expressed in euros and are subject to VAT. Prices may be calculated on a fixed-price basis or on a time-spent basis. It is agreed between the parties that payment by the Client of the total cost of the service constitutes approval and definitive acceptance of the services.

Under no circumstances may the price of the service be renegotiated once the service has been provided. Prices may be revised each year on 1st January by CEDRE.

Article 9: Late payment

Any delay or default in payment will automatically result in:

- Immediate payment of all sums due to CEDRE,
- The application of late payment interest equal to three (3) times the legal interest rate in force on the day the sums owed to CEDRE by the client are due,
- The invoicing of reminder fees representing a minimum amount of €150 per reminder,
- The right for CEDRE to suspend the performance of the service in progress and to postpone any new order or delivery pending final payment of the sums due for the services performed.

Article 10: Duration and termination

The duration of the service offer contract is set out in the quotation, the engagement letter or the contract.

Either party may terminate the contract immediately in the event of one of the parties ceasing to operate, suspension of payments, receivership, compulsory liquidation or any other situation having the same effect, after sending a formal notice which has remained unanswered for more than one month, in accordance with the legal provisions in force.

In the event of expiry or termination of the contract:

- the service provision contract will automatically cease on expiry of the contract or in the event of termination within one month of receipt of the formal notice,
 - CEDRE will be released from its obligations relating to the object of the present contract on the aforementioned date of termination or expiry of the contract,
 - CEDRE undertakes to return all documents or information to the client within thirty (30) working days of the termination or expiry of the contract, it being specified that the client must first have paid all sums due to CEDRE.
- In the event of termination, the client will be liable for the sums corresponding to the services provided up to the effective date of termination and not yet paid.

Article 11: Liability and mutual waiver of recourse

Given the nature of the services provided, CEDRE's obligation is an obligation of means. CEDRE undertakes to carry out the services in accordance with the rules of the art and according to its existing knowledge and techniques at the time of the service, under the terms and conditions of the agreement, and in compliance with the applicable legal and regulatory provisions.

The client undertakes to provide CEDRE with all the information and documents required for the service to be carried out correctly and for the problems to be fully understood, within the timeframe agreed in advance between the parties.

CEDRE cannot be held responsible for:

- an error caused by a lack of information or erroneous information provided by the Client,
 - a delay caused by the client which makes it impossible to meet the agreed deadlines or those prescribed by law.
- a favourable or unfavourable outcome to compensation claims filed in the context of legal proceedings.

CEDRE may not be the subject of any liability action relating to the results and methods used within the framework of its missions.

During the performance of the contract, each party is liable and waives recourse against the other party for any damage suffered by its own personnel (whether employees or agents) during the performance of the contract and undertakes to indemnify and hold harmless the other party against any claims relating thereto.

Article 12: Force majeure

Neither party may be considered to be in default in the performance of its obligations and incur liability if this obligation is affected, temporarily or permanently, by an event or cause of force majeure. In this respect, force majeure refers to any external, unforeseeable and irresistible event within the meaning of article 1148 of the French Civil Code, which is beyond its control and beyond its control, such as but not limited to: natural disasters, government restrictions, social unrest and riots, wars, malicious acts, damage to the service provider's premises, power outages lasting more than two (2) days, computer equipment failure, long-term absence (accident or illness). Within a maximum of five (5) working days of the occurrence of such an

event, the defaulting party due to force majeure undertakes to notify the other party by e-mail, confirmed by registered letter with acknowledgement of receipt, and to provide proof thereof.

The other party reserves the right to verify and check the reality of the facts.

The defaulting party will make every effort to eliminate the causes of the delay and will resume performance of its obligations as soon as the case invoked has disappeared. However, if the cause of force majeure continues beyond a period of fifteen (15) working days from the date of receipt of the notification of the case of force majeure, each party will have the right to terminate the agreement, without awarding damages. Such termination shall take effect on the date of receipt by the other party of the letter of termination sent by recorded delivery with acknowledgement of receipt. In the event that the agreement is terminated by the Client for reasons of force majeure, the Client must pay the service provider all amounts due up to the date of termination.

It is expressly agreed that the mobilisation of CEDRE, by the French authorities, as part of the ORSEC mechanism implemented in the event of a medium- or large-scale spill, which would be likely to prevent compliance with the contractual deadlines, represents a case of force majeure for CEDRE. In such a case, CEDRE undertakes to inform the client immediately so that an agreement can be reached on new contractual deadlines.

Article 13: Respective obligations of the parties:

• The CLIENT

- undertakes to provide to CEDRE or to assist its representatives in the collection of the data necessary for the execution of the contract;
- undertakes to proofread the draft documents and inform CEDRE of its approval or requests for modifications within 30 days of receipt of the provisional documents sent for opinion;
- undertakes to inform CEDRE of relevant information on operations and activities taking place on the sites concerned by the service contract;
- undertakes to send CEDRE the invitation letters and any other documents required to obtain visas within a timeframe that is compliance with normal procedures;
- undertakes to host, take charge of, transport, accommodate and ensure the safety of CEDRE's engineers throughout their stay in country XXX;...

• CEDRE

- undertakes to carry out the analyses, studies and reports that are the focus of its mission with the utmost care and diligence and in compliance with the rules and regulations;
- undertakes to complete the administrative formalities inherent in obtaining visas for engineers travelling to country XXX;
- undertakes to give the necessary instructions, to monitor the completion of tasks and to ensure that its personnel comply with the specific health and safety rules and instructions applicable on the sites visited;
- undertakes to supply its engineers with their own computer equipment, an international mobile telephone and, where necessary, appropriate PPE.

Article 14: Qualifications

All the missions proposed by CEDRE are carried out by experts in possession of the necessary qualifications and approvals to ensure that the assessments are carried out correctly, that the information given is consistent and that their work is recognised.

Article 15: Jurisdiction/Applicable law

The contract shall be governed by French law as regards its validity, interpretation and performance.

Any dispute arising from the service offer contract or which may follow or result from it shall be brought before the Brest Court of Justice, which shall have sole jurisdiction.