

## **GENERAL SALES TERMS AND CONDITIONS**

### **I. PURPOSE**

The present sales terms and conditions apply to all offers for conferences and training programs proposed by CREO Business Information & Seminars (hereinafter referred to as "CREO"). Except with the express written consent from CREO, Terms and Conditions take precedence over any terms and conditions provided by the client. No exception to the present conditions will be valid without the written consent from the seller.

Any order from the client is deemed firm and final once the registration has been filled out or a signed copy has been sent back (via fax, electronic transmission or by post) or validated on line (via the relevant electronic platform).

Unless duly documented, the client recognizes having received a copy of the present terms and conditions or, at least, having been informed of their content. Further, having placed an order means implies that the Client fully accept the present Terms and Conditions without reservation whatsoever.

### **II. PRICES AND PAYMENT**

All tariffs are fixed fees (as included in the published prices) can be found on the CREO website.

All prices are excluding taxes and in euro. Unless stipulated otherwise, the VAT applicable on the day of registration will be added.

The registration processed by the Client must include the name and first name of the participant(s) as physical entity. However, CREO's client remains the participants' company or institution. The amount due for every conference or training cycle is payable in full, regarding of the participant(s)' presence and regardless of the reason for such absence.

Full payment of the cost of services is due upon registration whether it be for a conference or training cycles or, at times, upon receipt of the invoice, without discount, and shall be paid by bank transfer unless stipulated otherwise. The client hereby acknowledges the use of the electronic invoicing process in compliance with the responsible environmental dispositions.

Any delay in payment will result in the charging of a fixed €50 without notice. Further, the client will be charged interest at a rate 10% on amounts due.

### III. CANCELTION/REPLACEMENTS/POSTPONEMENT

Any and all cancelation, replacement or postponement requests must be submitted in writing.

A cancelation must be submitted, at the latest, 7 days prior to the commencement of a conference or training. Under such condition, reimbursement or credit will be processed.

If a cancelation is submitted 7 days prior to the commencement of a conference or training cycle, 50% of the full amount will be reimbursed after deduction of the expenses already incurred and involving a third party). If a cancelation occurs within 24 hours preceding the day of the conference or training, no reimbursement applies.

Replacement of participants to a conference or a training cycle is possible at any time, without additional cost. However, the client must inform CREO in writing and indicate the name and first name of the replacement participants.

In case the number of participants to a conference or a training cycle is deemed too small, CREO reserves the right to cancel such event no later than one week prior to the scheduled starting date. Registration fees already payed will be reimbursed. CREO also reserves the right to postpone a training cycle or modify its practical aspects (location, content, trainer) and commits to deliver the same level of quality.

#### IV. LIABILITY – FORCE MAJEURE

By no means, and without limitation, will CREO's liability will be engaged for any indirect damages, such as loss of data, files, loss of production, commercial damage, loss of income or brand image and reputation damages.

Further, CREO's liability toward the Client is limited to direct damages duly documented by the client and is, in any event, limited to the amount paid by the Client for the services provided.

In any case, CREO's liability is void in case of force majeure arising from any event such as any interruption of production or delivery, strikes, lock-out, embargo, wars, terrorist attacks or consequences arising from any attack, epidemics, weather and, in general, any event of a similar nature affecting CREO or suppliers (and trainers) thereof and delaying or preventing CREO's from delivering and fulfilling its obligations.

#### V. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

The Client may only use CREO's proposals, works, studies and concepts, methods and tools for the purpose as stipulated in the order.

CREO is the sole owner of the intellectual rights pertaining to the training it delivers. Consequently, all pedagogical material, in whichever form (paper, electronic, oral, etc) used within the frame of the order, remains CREO's or trainers' exclusive property.

The Client shall refrain from using, copying, directly or indirectly, in part or in full, adapting, modifying, translating, representing, selling or distributing to members of the personnel who did not participate to CREO's training cycles or to third parties, supplied training material without the written express consent from CREO or beneficiary thereof.

CREO and their client commit to keep confidential all information and documents of an economic, technical or commercial nature concerning the other party when access to such information is deemed necessary in the frame of the execution of the contract.

## VI. PRIVATE DATA PROTECTION

In compliance with the law from 8 December 1992 about the protection of personal data (M.B., 18 March 1993, p. 5801), as further amended, CREO commits to use personal data strictly within the frame of registration.

Such required information is necessary to the processing of a registration for CREO's conferences or training cycles. Such information can be accessed and modified upon request to CREO, via email ([info@creobis.eu](mailto:info@creobis.eu)) or by post addressed to SPRL CREO, Rue Van Mevel 28, 1080, Brussels, Belgium and including name, first name and address.

The addresses received by CREO may be subject to transmission, rental or exchange with other companies in view of commercial prospecting. It is however possible to opt out of this alternative as indicated above.

## VII. MISCELLANEOUS

In case one of the clauses of the terms and conditions becomes void or inapplicable, such occurrence does not apply to any other clause. The parties may however commit to replace the clause which is deemed void or inapplicable with a valid clause best reflecting the economic aspect of the invalidated clause.

The present terms and conditions are governed by the laws of Belgium.

Any dispute which has not been amicably settled will be brought to the competent jurisdiction in Brussels.