

## General Terms and Conditions of Sale – Version 1.1 of 07/10/2023

**JECCO Company** is an individual business entity domiciled at 7 E Chemin des Berges 26100 Romans-sur-Isère - SIRET 949 074 454 00016 - APE Code 82.99Z

It designs and provides services as an organizational consultant, both at its premises and at the client's location. A "Client" is defined as any individual or legal entity that, acting as a professional, signs a service contract with JECCO.

### **CONTRACT**

It is defined that the contract corresponds to a quotation signed by the Client with the mention "approved" and accompanied by these General Terms and Conditions of Sale (T&Cs) also signed by the Client. Once the quotation and T&Cs are validated by these signatures, a contract exists.

### **GENERAL PROVISIONS**

These general terms and conditions of sale, hereinafter referred to as the T&Cs, govern, for the duration of the contract, the relationship between JECCO, hereinafter referred to as the Service Provider, and the Client regarding the sale, execution, and payment of one or more services. In all circumstances, the T&Cs take precedence over any general purchasing conditions of the Client. Any contract concluded with JECCO implies the full and unreserved adherence of the Client to these T&Cs. The fact that the Service Provider does not enforce any clause in its favor in these T&Cs cannot be interpreted as a waiver of its right to rely on it. The T&Cs may be modified at any time by the Service Provider. The version of the T&Cs applicable to the Client is always the one in force on the date of the contract's signature.

### **QUOTATION**

The Service Provider intervenes at the express request of the Client. A contract is made for each service. The quotation sent by the service provider to the Client specifies:

- The nature of the service,
- The price of the service, the non-subjection of the Service Provider to VAT,
- Payment terms,
- The schedule detailing the actions and obligations of the Client and the Service Provider, as well as the deadlines for completion,
- A reminder of the Client's full and unreserved adherence to the T&Cs.

To confirm their quotation firmly and definitively, the Client must return the contract without any modification:

- either by postal mail, duly signed and dated with the mention "Approved" by the legally responsible person as well as the company stamp,
- or by email with the client's consent.

The quotation will only be validated upon the return of the accepted and signed quotation, along with any requested advance payment. In the absence of receipt of the quotation and T&Cs signed by the Client and the advance payment, or from the date of expiration of the quotation, the quotation proposal is considered canceled, and the Service Provider reserves the right not to commence its service.

## **PRICES**

The prices of the services are those detailed in the quotations accepted by the Client. In accordance with Article 293 b of the General Tax Code, the Service Provider is not liable for Value Added Tax (VAT). Prices may be calculated on a daily or fixed basis. It is agreed between the parties that payment of the entire price of the services by the Client to the Service Provider constitutes receipt and final acceptance of the services. Under no circumstances can the service fee be renegotiated after the service has been performed.

## **PAYMENT TERMS**

Invoices are payable upon receipt. Payment is made by bank transfer.

## **LATE PAYMENT**

Any delay or failure to pay will result, by operation of law :

- The immediate demand for all remaining sums due,
- The calculation and payment of a late payment penalty in the form of interest at a rate equivalent to one and a half times the legal interest rate without the need for a reminder, as well as a lump-sum indemnity for collection costs of €40. In the event that the collection costs incurred exceed this lump sum, the Service Provider reserves the right to request additional compensation upon justification,
- The right for the Service Provider to formally instruct the Client to suspend the execution of the ongoing service and to defer any new orders.

## **DURATION AND TERMINATION**

The duration of the services is defined in the contract. Either party may terminate the contract immediately in case of discontinuation of activity by one of the parties, insolvency, judicial reorganization, judicial liquidation, or any other situation having the same effects, after sending a notice to the managing director or, if applicable, the court-appointed administrator (or liquidator) that has remained unanswered for more than one month, in accordance with the applicable legal provisions. In the event of termination or expiration of the contract, the service contract will automatically cease, and the Service Provider will be relieved of its obligations as of the date of termination or expiration of the contract. In the event of termination of the contract by the Client, the Client shall be liable for the sums corresponding to the services performed until the effective date of termination and not yet paid.

## **FORCE MAJEURE**

The Service Provider shall not be held responsible towards the Client in the event of non-performance of its obligations resulting from a fortuitous event or force majeure. Events considered here as fortuitous events or force majeure, in addition to those usually recognized by jurisprudence, include illness or accident of the consultant, natural disasters, fires, interruption of telecommunications, energy supply, or transportation of any kind, or any other circumstance beyond the reasonable control of the provider.

## **INTELLECTUAL PROPERTY**

All documents (presentation sheets, reports, summaries, content, and educational materials, etc.), regardless of their form (paper, electronic, digital, oral, etc.), produced by the Service Provider to deliver the services constitute original works and are therefore protected by copyright under the provisions of the Intellectual Property Code.

The verbal trademark JECCO, registered on 29/07/2023 under trademark number 4981275 and published on 18/08/2023, is also protected by the Intellectual Property Code and the rights conferred by the trademark (Articles L713-1 to L713-6).

The Client is prohibited from using, transmitting, reproducing, exploiting, or transforming all or part of these documents without the express and prior consent of the Service Provider."

## **RESPONSIBILITY – CONFIDENTIALITY**

The Service Provider undertakes to :

- Perform the services in accordance with best practices and in the best possible manner, in accordance with the terms and conditions stipulated in the contract, as well as in compliance with applicable legal and regulatory provisions.
- Maintain the strictest confidentiality regarding the information provided by the Client and designated as such.
- Not disclose any information about the services rendered to the Client.
- Return any documents provided by the Client at the end of the service.
- Sign a confidentiality agreement if requested by the Client.

The Client agrees to :

- Provide the Service Provider with all necessary information and documents for the proper execution of the service and for a clear understanding of the issues, within the agreed-upon timeframes.
- Adhere to the dates and times of scheduled appointments for the successful completion of the subscribed service.
- Settle all fees upon receipt of the corresponding invoice.

## **PROTECTION and Access to Personal Data (GDPR)**

The Service Provider undertakes to inform each Client of compliance with the rights of individuals and the guarantee of the security and confidentiality of information brought to its attention. The Service Provider collects and transmits only the information necessary for the processing of the file and the execution of the contract.

The personal data collected in the course of my activity are as follows: Name, first name, email address, work phone, profession

The collection and processing of this data serves the following purpose: individual contact via email and telephone, to conduct analysis interviews related to the Client's expressed needs. This data is kept by the data controller, Guillaume Comte, under reasonable security conditions, for a duration of 24 months.

Any user concerned by the processing of their personal data may exercise the following rights, in accordance with European Regulation 2016/679 and the Data Protection Act (Law 78-17 of January 6, 1978):

- Right of access, rectification, and erasure of data (as set out respectively in Articles 15, 16, and 17 of the GDPR);
- Right to data portability (Article 20 of the GDPR);
- Right to limitation (Article 18 of the GDPR) and to object to the processing of data (Article 21 of the GDPR);
- Right not to be subject to a decision based solely on automated processing;
- Right to determine the fate of data after death;
- Right to contact the competent supervisory authority (Article 77 of the GDPR).

To exercise your rights, please send your email to [contact@gcomtejecco.fr](mailto:contact@gcomtejecco.fr). In order for the data controller to comply with the request, the user may be required to provide certain information such as: their name, first name, email address, and account number, personal space, or subscriber number. Visit [cnil.fr](http://cnil.fr) for more information about your rights.

## **APPLICABLE LAW**

The present General Terms and Conditions (GTC) and the contract signed between the parties are governed by French law. In the absence of an amicable resolution, any ongoing dispute between the parties concerning the execution or interpretation of the GTC and the contract shall fall under the jurisdiction of the commercial court of the service provider's domicile.