



# General Conditions of Sale

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# 1. Preamble

## Purpose of the General Conditions of Sale

The purpose of these General Conditions of Sale (hereinafter "GCS") is to define the terms and conditions under which Resilient Shield Consulting SAS, hereinafter referred to as "the Service Provider", offers its clients, hereinafter referred to as "the Client", consulting and training services in the areas of business continuity management, crisis management, resilience management, risk management and information security.

These services may be detailed in specific documents such as commercial proposals, product presentations (advice, training, software), quotes or specific contracts, which supplement and, where applicable, specify or modify these General Conditions of Sale.

Acceptance of a commercial proposal, a quote or the signing of a contract or an order for services on the part of the Customer implies unreserved acceptance of these General Conditions of Sale, unless special conditions are agreed in writing between the parts.

## Acceptance of the General Conditions of Sale

Getting acquainted: These General Conditions of Sale (GCS) are made available to the Customer on the Service Provider's website or are provided at the Customer's request. Consequently, placing an order implies full knowledge and unreserved acceptance of these General Conditions of Sale by the Customer.

Prevalence of the General Conditions of Sale: Unless otherwise agreed in writing and signed by both parties, these General Conditions of Sale take precedence over any other document, and in particular over all general conditions of purchase.

Modification of the General Conditions of Sale: The Service Provider reserves the right to modify its General Conditions of Sale at any time. In this case, the applicable conditions will be those in force on the date of the order by the Customer.

Opposition to the General Conditions of Sale: Any Customer who objects to one or more clauses of these General Conditions of Sale and who has not notified the Service Provider in writing before any order or service will be deemed to have accepted them in their entirety.

# 2. Definitions

In these General Conditions of Sale, unless otherwise indicated by the context, the terms below will have the following meaning:

- Service provider: Designates Resilient Shield Consulting SAS, management and IT consulting and training company, responsible for providing the services described in these General Conditions of Sale.

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- Customer: Refers to any natural or legal person who places an order for a service offered by the Service Provider.
- Services: Refers to all the services offered by the Service Provider, in particular studies, analyses, audits, training, report writing, action plans and procedures.
- Contract: Refers to the agreement between the Service Provider and the Client, including these General Conditions of Sale, as well as any other document specifying the nature, cost and terms of the services ordered.
- Commercial proposal: Refers to any written document issued by the Service Provider detailing an offer of services to the Client.
- Quote: Refers to a written document issued by the Service Provider specifying the estimated cost of the services requested by the Client.
- Parties: Jointly designates the Service Provider and the Client.
- Website: Refers to the official website of the Service Provider, <https://www.resilientshield.com>, on which the services and these General Conditions of Sale are presented.

Technical terms used in product and service presentation documentation, in offers, in contracts or quotes are defined by default in ISO (International Standard Organization, standards and documentation <https://www.iso.org>) corresponding or in the official documents of Resilient Shield Consulting available on the website.

### 3. Object

These General Conditions of Sale (GCS) define the terms and conditions of provision of services by the Service Provider to its customers. The applicable language for these services and products is French by default or English.

#### Advice

Supporting the Client in the identification, understanding and resolution of specific issues related to risk management, crisis management, business continuity management, resilience management and security management of the information.

#### Training

On site: Training sessions organized directly at the Client's premises or in a location chosen by the Client.

In the classroom: Training sessions organized on the Service Provider's premises or in a partner training center.

E-learning: Online training modules, accessible remotely via a dedicated platform, allowing flexibility in learning.



## Studies and Analyzes

Carrying out in-depth studies to assess the Client's current situation, identify areas for improvement and propose appropriate solutions.

## Audits

Detailed evaluation of the Client's processes, systems or structures in the fields of management and IT, with a view to ensuring their compliance, efficiency and relevance.

## Writing

Reports: Presentation of the results of studies, analyzes and audits, with specific recommendations.

Action Plans: Development of strategies and concrete actions to respond to identified needs and challenges.

Procedures: Writing detailed procedures to guide the Client in the implementation of recommendations and action plans.

Software:

- Sales: Marketing of ready-to-use software adapted to the Customer's needs.
- Design: Custom development of software to meet specific Customer needs.

## 4. Order terms

### Order process

- Initial request: The Client expresses his interest in one or more of the Service Provider's services, either via the Service Provider's website, or by e-mail, telephone or any other means of communication made available.
- Development of the proposal: Based on the needs expressed by the Client, the Service Provider develops a commercial proposal detailing the services, prices, and implementation methods.
- Validation by the Client: The Client examines the proposal and, if he agrees, validates it by returning it signed with the words "Good for agreement" or by placing an order via the Service Provider's website.

### Order confirmation

- Acknowledgment of receipt: Once the order has been validated by the Customer, the Service Provider sends an acknowledgment of receipt confirming the details of the order, including the services requested, the prices, and the terms of completion.
- Mutual commitment: The order confirmation constitutes a commitment

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mutual between the Client and the Service Provider. The Customer undertakes to respect the terms of the order and the Service Provider undertakes to provide the services in accordance with the accepted commercial proposal.

## Modification of the order

Any modification or resolution of the order requested by the Customer after confirmation can only be taken into consideration if it is received in writing before the start of the provision of the services ordered and after agreement from the Service Provider.

## Cancellation of the order

In the event of cancellation of the order by the Customer after its acceptance by the Service Provider, for whatever reason, the deposit paid on the order, as defined in the "Price" article of these General Conditions of Sale, will remain with the Service Provider and cannot give rise to a refund.

# 5. Price

## Pricing of services

Training:

- Catalog: Standard training prices are available in the Service Provider's catalog.
- Tailor-made offers: Specific pricing may be offered depending on the Customer's particular needs.

Tip:

- Flat-rate offers: The Service Provider offers flat-rate rates for certain consulting services, defined in advance.
- Management: Management pricing varies and depends on the difficulty of the mission, its duration and the conditions of completion.
- Capped management: The Service Provider also offers managed prices with a maximum ceiling, beyond which no additional costs will be invoiced to the Client.

Software:

- The prices of the software, whether sold or custom designed, are defined in the commercial proposal or the quote sent to the Customer.



## Taxes and charges

Unless otherwise stated, prices are presented excluding taxes. Any tax, charge or contribution, in particular VAT, applicable on the day the order is placed will be added to the price indicated.

## Payment terms

- Invoicing: The services ordered are invoiced according to the terms defined in the commercial proposal or the quote accepted by the Customer.
- Payment methods: Payment can be made by bank transfer, check, or any other means agreed between the Service Provider and the Client.
- Payment deadline: Unless otherwise agreed, invoices issued by the Service Provider are payable within 30 days from the invoice date.
- Deposit: For certain services, a deposit may be requested at the time of validation of the order. The amount and conditions of this deposit will be specified in the commercial proposal or quote.

## Travel costs

- Paris region: Travel costs are included in the price for any intervention in the Paris region.
- Outside the Paris region: For any intervention outside the Paris region, travel costs will be invoiced on the basis of actual expense reports.

## Price indexation

Prices are indexed to the Syntec index. Any variation in this index may result in a revision of the prices offered by the Service Provider.

## Late penalties

- Application: In the event of late payment and payment of sums due by the Client beyond the deadline set above, late payment penalties calculated at the rate of three times the legal interest rate in force in France will be automatically and automatically acquired from the Service Provider, without any formality or prior notice.
- Lump sum compensation: In addition to late payment penalties, any sum not paid on the due date will give rise to the payment of a lump sum compensation of 40 euros due for recovery costs, in accordance with articles L. 441-6 and D. 441 -5 of the Commercial Code. If the recovery costs actually incurred exceed the Service Provider may request additional compensation for this amount, upon justification.

## 6. Terms of delivery of services

### Deadlines

- **Commitment:** Delivery times for services are defined in the commercial proposal or quote accepted by the Customer. The Service Provider undertakes to respect these deadlines, except in cases of force majeure or circumstances beyond its control.
- **Delay:** In the event of a delay in the delivery of services, the Service Provider undertakes to inform the Customer as soon as possible and to agree on a new delivery date.

### Place of performance

- **On site:** If the services require on-site intervention, this will be carried out at the address indicated by the Customer when ordering.
- **Remote:** Certain services, including e-learning training or remote consultations, may be carried out online or through other means of remote communication.
- **Service Provider premises:** For certain services, in particular certain training courses, the Client may be invited to go to the Service Provider's premises or to a partner training center.

### Specific training conditions

- **Educational materials:** For each training course, the Service Provider will provide the Client or participants with the necessary educational materials, whether printed materials, online content or other resources.
- **Evaluation methods:** At the end of each training, an evaluation may be offered to measure the participants' achievements.
- **Training certificate:** A training certificate will be issued to each participant at the end of the session.
- **Cancellation or postponement:** In the event of cancellation or postponement of a training session by the Client, fees may be applied according to the conditions defined in the commercial proposal or quote.

## 7. Customer obligations

### Provision of information

- **Accuracy:** The Client undertakes to provide the Service Provider with all the information necessary for the proper execution of the services ordered. This information must be complete, accurate and up to date.
- **Liability:** The Customer is responsible for any errors or omissions in the information provided. Any delay or additional cost caused by incorrect or incomplete information will be the responsibility of the Customer.

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## Conditions of service to the customer

- **Access:** If the services require on-site intervention, the Client undertakes to provide appropriate access to the necessary premises and equipment.
- **Safety:** The Client must guarantee a safe working environment for the Service Provider's staff working on site. Any specific security requirements or procedures must be communicated to the Service Provider before the start of the service.
- **Means:** The Client must make available to the Service Provider all the hardware and software means necessary to carry out the services, unless otherwise agreed.

## Collaboration

- **Availability:** The Client undertakes to make available the key contacts and resources necessary to facilitate the provision of services.
- **Communication:** Regular and transparent communication is essential for the success of the service. The Client undertakes to quickly inform the Service Provider of any change or event that may impact the provision of the services.
- **Feedback:** The Client undertakes to provide constructive feedback throughout the service, allowing the Service Provider to continually adjust and improve the quality of services.

# 8. Obligations of the service provider

## Quality of services

- **Commitment:** The Service Provider undertakes to provide services that comply with current professional standards, using its skills, expertise and resources to meet the needs expressed by the Client.
- **Continuous improvement:** The Service Provider is committed to a process of continuous improvement, regularly seeking to optimize the quality of its services and to adapt to feedback and the evolving needs of the Client.
- **Confidentiality:** The Service Provider undertakes to respect the confidentiality of the Client's information and data to which it may have access in the context of providing the services.

## Respect of deadlines

- **Commitment:** The Service Provider undertakes to respect the deadlines agreed with the Client for the delivery of services, as defined in the commercial proposal or the accepted quote.
- **Unforeseen events:** In the event of unforeseen events or circumstances beyond its control that could impact compliance with deadlines, the Service Provider undertakes to immediately inform the Customer and propose a new delivery date or alternative solutions.

- Force majeure: The Service Provider cannot be held responsible for delays or breaches of its obligations in the event of force majeure, as defined by French case law.

## Regulatory compliance

- GDPR: The Service Provider undertakes to respect the provisions of the General Data Protection Regulation (GDPR) when processing personal data on behalf of the Client. This includes, among other things, the obligation to ensure data security, to inform data subjects, and not to transfer data outside the European Union without appropriate guarantees.
- Other regulations: The Service Provider also undertakes to comply with all other regulations applicable to its field of activity and the nature of the services provided.

## 9. Intellectual property

### Rights to the content created

- Initial attribution: All content, documents, reports, software, training and other deliverables created specifically for the Client as part of the services provided remain the intellectual property of the Service Provider until full payment for the service.
- Transfer of rights: Once full payment has been made, the Service Provider assigns to the Client the rights to use the content created specifically for them. This assignment includes the rights of reproduction, representation and modification for the internal use of the Client. However, unless otherwise agreed, the Service Provider retains the right to cite these achievements for reference or promotional purposes.

### Rights to the methodologies used

- Property of the Service Provider: The methodologies, techniques, tools, processes and know-how developed or used by the Service Provider remain its exclusive property. The Client acknowledges that these elements may be used for other clients and are not specific to the service provided for him.
- User license: The Service Provider grants the Client a non-exclusive, non-transferable license without right of sublicense to use the methodologies and tools only within the framework of the services provided and for the duration of the service. Any use outside this framework requires the prior written consent of the Service Provider.
- Prohibition of reverse engineering: The Client undertakes not to decompile, disassemble, carry out reverse engineering or attempt to discover the source code of the software tools or methodologies provided by the Service Provider.

## 10. Confidentiality

### Protection of information exchanged

- **Definition:** All information, whether oral, written, electronic or in any other form, exchanged between the Service Provider and the Client in the context of the provision of services, is considered confidential. This includes, but is not limited to, technical, business, financial, operational data, plans, strategies and working documents.
- **Mutual Commitment:** Both parties agree not to disclose, reproduce, use or permit access to this confidential information to third parties unless this is necessary for the performance of the services or if disclosure is required by law.
- **Safeguards:** Each party undertakes to put in place appropriate security measures to protect confidential information against unauthorized access, use, reproduction or disclosure. This includes physical, technical and organizational measures.
- **Duration of the obligation:** The obligation of confidentiality remains in force for the entire duration of the service and for a period of three years after its completion or termination, whatever the cause.
- **Exceptions:** Information will not be considered confidential if:
  - They were already known to the receiving party before their disclosure by the other party;
  - They are or become public without violation of this agreement;
  - They are received from a third party without restriction of confidentiality.
- **Consequences for Violation:** Any violation of this confidentiality clause may result in damages and/or legal action.

## 11. Responsibility

### Limitation of Liability

- **Commitment of means:** The Service Provider undertakes to implement all necessary means to provide the services in accordance with the professional standards in force. However, it is understood between the parties that the Service Provider only has an obligation of means and not of results.
- **Capping:** Except for gross or intentional misconduct, the Service Provider's liability is limited to the amount paid by the Client for the services causing the damage. The Service Provider cannot be held responsible for indirect damage such as loss of profits, contracts or opportunities.
- **Exclusions:** The Service Provider will not be held responsible for delays or breaches of its obligations resulting from causes beyond its control, such as, but not

limited to, supplier failures, strikes, work interruptions, acts of vandalism or natural disasters.

## Force majeure

- **Definition:** Any unforeseeable, irresistible event external to the parties, as defined by French case law, is considered a case of force majeure.
- **Effects:** In the event of the occurrence of a force majeure event, the obligations of the parties will be suspended for the duration of this event. If the force majeure event continues beyond a period of thirty (30) days, each party will have the possibility of terminating the contract, without any compensation being due.
- **Notification:** The party wishing to invoke a force majeure event must immediately inform the other party as soon as it occurs, providing all relevant details, and endeavor to limit the consequences of this event.

## 12. Termination

### Termination conditions

- **Termination for breach:** If one of the parties does not respect its obligations stipulated in the contract, the other party may, after formal notice remains without effect for a period of fifteen (15) days, automatically terminate the contract without prejudice to any damages to which it may claim.
- **Termination for force majeure:** If a force majeure event, as defined in the previous chapter, extends beyond a period of thirty (30) days, each party will have the possibility of terminating the contract without any compensation is not due.
- **Termination at the initiative of the Client:** The Client may terminate the contract at any time, upon thirty (30) days' notice and payment of all amounts due up to the date of termination.

### Consequences of termination

- **Payments due:** In the event of termination of the contract, all amounts owed by the Client for services already provided by the Service Provider become immediately due.
- **Return of information:** Upon termination of the contract, each party undertakes to return to the other all information, documents or tools entrusted to it as part of the execution of the contract, unless otherwise agreed.
- **Survival of Clauses:** The Privacy, Intellectual Property and Liability Clauses will survive termination of the Agreement and will continue to apply in accordance with their terms.
- **Absence of liability:** Unless there is a serious breach of its obligations, neither party can be held responsible for damage resulting from termination of the contract.

## 13. Disputes

### Applicable law

This contract is governed by French law. All matters relating to the validity, interpretation, performance or termination of the contract shall be construed in accordance with this law, without regard to conflict of law provisions.

### Competent jurisdiction

In the event of any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, the parties will first endeavor to resolve the dispute amicably.

If the parties fail to resolve the dispute amicably within thirty (30) days from notification of the dispute by one of the parties, said dispute will be subject to the exclusive jurisdiction of the courts of Paris, unless otherwise mandatory legal provision.

## 14. Miscellaneous

### Modification of the General Conditions of Sale

The Service Provider reserves the right to modify these General Conditions of Sale (GCS) at any time. Any modification will come into force upon its publication on the Service Provider's website or upon its communication to the Client. If the Customer continues to use the services after the publication or communication of the modifications, this will mean that it accepts these modifications. If the Customer does not accept the modifications made to the General Conditions of Sale, he must stop using the services and inform the Service Provider.

### Partial nullity

If any provision of these General Conditions of Sale is deemed void, invalid or inapplicable for any reason, this provision will be considered separable and will not affect the validity and applicability of the other provisions. The parties will endeavor to replace any void or unenforceable provision with a valid and enforceable provision which achieves, as far as possible, the objective and economic effect envisaged by the original provision.

### Non-waiver

The fact for one of the parties not to demand the strict execution of an obligation provided for by these General Conditions of Sale or not to exercise a right conferred on it herein will not be interpreted as a waiver of this right or to this obligation. Such waiver will only be effective if made in writing and signed by the waiving party.

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