

Supplemental Terms and Conditions for Training Services

This Appendix for Training Services (the “**Training Services Terms**”) are appended to the Mérieux NutriSciences Terms and Conditions for Services available at <https://www.merieuxnutrisciences.com/au/terms-conditions/> (or the subsequent website it may redirect) (the “**General T&Cs**”) and apply to all contracts for the performance of training services by MNAQ (“**Training Services**”). These Training Services Terms and the General T&Cs are incorporated in their entirety into and form a part of any proposal or agreement for Training Services entered into between Customer and MNAQ. Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the General T&Cs.

1. Scope

1.1. The Training Services may include standard courses/programmes for which the Customer enrolls that are intended for groups and/or online learning processes and/or other meetings of any kind organized by MNAQ for the purpose of disseminating knowledge (each, a “**Course/Programme**”).

1.2 The agreement between MNAQ and the Customer for attending a Course/Programme is formed when the Customer sends the (electronic) enrolment or application form for that purpose or, if the Customer has applied by other means, when MNAQ has confirmed the Customer’s application by telephone or electronically in writing.

1.3 MNAQ is authorised at any time to (a) change the content of any Course/Programme mid-term for reasons of improving the quality of the Course/Programme; (b) to change the schedule of the Course/Programme as regards the location and time; and (c) to decide the size of the group and to arrange the composition of the group as MNAQ sees fit.

1.4 The teaching materials provided by MNAQ in connection with any Training Services are only suitable for schooling or educating the Customer and/or students. Every other use by Customer is prohibited.

1.5 Upon completion of any Course/Programme, MNAQ may, where appropriate, issue a diploma or other certificate to the Customer and/or the student; provided, however, that MNAQ may, in its discretion, condition the issuance of such diploma or certificate upon the Customer’s and/or the student’s score, grade, or other outcome of any examination administered by MNAQ in connection with such Course/Programme.

1.6 If the Training Services consist of providing E-Learning:

- (i) MNAQ will make available to the Customer a login code with which the Customer can access the electronic teaching material;
- (ii) MNAQ shall make the electronic teaching material available to the Customer for a period of 12 months after giving the Customer the login code, and, upon expiration of such 12-month period, the Customer’s right to read the electronic teaching material will lapse and MNAQ shall no longer be obligated to make the teaching material available to the Customer and/or the student;
- (iii) The Customer shall be responsible for ensuring that the Customer has appropriate equipment with which the electronic teaching material can be read, and

MNAQ shall not be obligated to ensure that the equipment used by the Customer is suitable for reading the teaching material;

- (iv) The electronic teaching material is supplied in English, and if the Customer wishes to have the teaching material supplied in a different language, MNAQ is authorised to charge the Customer for all costs of translation and adaptation of the teaching material; and
- (vi) Helpdesk and questions about E-learning may be provided by MNAQ in English.

2. Termination

2.1 The Customer has the right to terminate the Contract or any Training Services provided for in a Service Order at any time in writing, subject to specified cancellation periods and certain cancellation fees and administration costs which will be charged to the Customer as set forth in Section 5.

2.2. If a student designated by the Customer (instead of the Customer), cancels or changes the dates of a Course/Programme or other Training Service, that designated student is deemed to be authorised to represent the Customer.

2.3 MNAQ has the right to (a) terminate the Contract or any Training Services provided for in a Service Order, (b) cancel any scheduled Course/Programme, (c) reject new applications for a current Course/Programme, or (d) refuse the attendance by a Customer or a (replacement) student designated by the Customer without stating the reasons. In any such case, Customer and enrolled students, as applicable, will receive notice, and the Customer has a right to a refund of the full sum paid to MNAQ in connection with the affected Services. Such a cancellation does not signify a failure in the fulfillment of the Contract and does not create any obligation to pay compensation for damages. If and insofar as it is decided in a court of competent jurisdiction that MNAQ has failed in the fulfilment of the Contract by cancelling a Course/Programme or other Training Service, the damages arising from any such decision shall be limited to the refund of the sum paid by the Customer to MNAQ for the cancelled Course/Programme or other Training Service.

3. Effect of Cancellation/Postponement

3.1 If the Customer subscribes a Training Services in E-learning format available to the Customer until full completion by the Course/Programme, Customer agrees to pay 100% of the fees upon subscription which are not refundable if Customer does not complete the E-Learning.

3.2 If the Training Services consist of physical training and/or coaching individual persons, Customer agrees to pay 100% of the fees upon execution of the Service Order. If Customer wishes to cancel the Training Services via a notification sent to MNAQ two (2) weeks or less prior to the start date, Customer agrees that 50% of the amount already paid is not refundable unless otherwise agreed. If a Training Service is postponed with less than one (1) week notice prior to the start date, an additional fee of 25% of the project price or AUD \$2,000, whichever is greater, will be charged.

3.3 All cancellation or postponement fees and costs are due and payable from the time of the cancellation or change.

3.4 The Customer acknowledges that the actual damages

Supplemental Terms and Conditions for Training Services

likely to result from cancellation or postponement of scheduled Training Services are difficult to estimate on the date hereof and would be difficult for MNAQ to quantify insofar as cancellation or postponement may impact MNAQ's reputation or require MNAQ to provide non-monetary concessions to its suppliers and contractors. The Customer agrees, therefore, that amounts specified above constitute a reasonable measure of damages given the nature of the losses that may result, and any such payments are not intended to serve as punishment for any such action by the Customer.

4. Timing

4.1. Student lists must be received at least 15 business days prior to the course date to allow sufficient time for the printing and shipping of course materials.

4.2. The Customer or the student designated by the Customer may replace the enrolled student with a different student for attendance of a Course/Programme or coaching session, if MNAQ is notified of the replacement in writing (including by email) within 48 hours before the Course/Programme or coaching session starts; provided, however, that the Customer shall be responsible for all costs and expenses incurred by MNAQ in connection with such substitution.

4.3. Course materials will be shipped to the Customer's facility 5-7 days prior to the course date. There will be an expedited shipping surcharge for Service Orders signed less than two weeks prior to the course date.

5. Fees and Price Adjustments

5.1 At completion of the Training Services by MNAQ, any advance payment by Customer will be credited against the last invoice.

5.2 All out of pocket travel expenses and subsistence costs will be invoiced back to the Customer, subject to such rates, conditions and guidelines as may be set forth in the Service Order.

5.3 The books, if any, on the reading list recommended to students for a Course/Programme are not included in the price of the Training Services, unless specifically set forth in the Service Order or otherwise arranged in writing.

5.4 Costs of actors, models, specific (theatre) equipment, specific music choices, specific voice-overs or translations, etc., are not included in the price of any Training Services unless specifically set forth in the Service Order, and such costs will be invoiced separately.

5.5 MNAQ is not obliged to incorporate any Customer corporate-identity features into the teaching materials provided in connection with the Training Services. If MNAQ incorporates Customer corporate-identity features into the teaching material at the Customer's request, the work involved is not included in the price of the Training Services and will be invoiced separately.