

Supplemental Terms and Conditions for Training Services

These Supplemental Terms and Conditions for Training Services (the “**Training Services Terms**”) are appended to the Mérieux NutriSciences Terms and Conditions for Services (the “**General T&Cs**”) and apply to all contracts for the performance of training services by MXNS (“**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 MXNS. 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 MXNS for the purpose of disseminating knowledge (each, a “**Course/Programme**”).

1.2. The agreement between MXNS 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 MXNS has confirmed the Customer’s application by telephone or electronically in writing.

1.3. MXNS 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 (upon prior approval of the Customer); and (c) to decide the size of the group and to arrange the composition of the group as MXNS sees fit.

1.4. The teaching materials provided by MXNS 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, MXNS may, where appropriate, issue a diploma or other certificate to the Customer and/or the student; provided, however, that MXNS 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 MXNS in connection with such Course/Programme.

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

- (i) MXNS will make available to the Customer a login code with which the Customer can access the electronic teaching material;
- (ii) MXNS 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 MXNS 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 MXNS shall not be obligated to ensure that the equipment used by the Customer is suitable for reading the teaching material;
- (iv) The teaching material is supplied in Chinese and/or English (as the case may be), and if the Customer wishes to have the teaching material supplied in a different language, MXNS is authorised to charge the Customer for all costs of translation and adaptation of the teaching material; and
- (v) Helpdesk and questions about E-learning may be provided by MXNS 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 (unless otherwise specified in the Service Order).

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. MXNS 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 MXNS 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 MXNS has failed in the fulfillment 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 MXNS for the cancelled Course/Programme or other Training Service.

3. Effect of Cancellation/Postponement

3.3. If Customer wishes to postpone or cancel the Training Services, Customer must notify MXNS in writing. If MXNS receives Customer’s notice within 10 business days of the confirmed Service date, Customer will be charged a postponement/cancellation fee in an amount equal to 50% of the Service fee. In addition to the postponement/cancellation fee, MXNS will charge Customer any travel expenses already incurred.

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

3.5. The Customer acknowledges that the actual damages likely to result from cancellation or postponement of scheduled Training Services are difficult to estimate on the date hereof and would be difficult for MXNS to quantify insofar as cancellation or postponement may impact MXNS’s reputation or require MXNS 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 MXNS 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 MXNS in connection with such substitution.

5. Fees and Price Adjustments

5.1. At completion of the Training Services by MXNS, 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. The price of any Training Services relates only to the costs of teaching material and teachers, unless specifically set forth in the Service Order.

5.5. MXNS is not obliged to incorporate any Customer corporate-identity features into the teaching materials provided in connection with the Training Services. If MXNS 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.