



AGREEMENT

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BUSINESS FRANCE  
GENERAL TERMS AND CONDITIONS OF SALE

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## PREAMBLE

1. Business France is the national agency supporting the international development of the French economy, responsible for fostering export growth by French businesses, as well as promoting and facilitating international investment in France. Its activities are listed in Article 1 of Decree No. 2014-1571 of December 22, 2014.
2. Business France was founded on January 1, 2015 by the Order n°2014-1555 of December 22, 2014 through a merger between UBIFRANCE, the French Agency for international development and Invest in France Agency.
3. Business France, including its foreign offices, offers its clients a wide range of products and services commercialized in various forms, such as online sales.
4. Such products and services are designed mainly, but not exclusively, for professional clients.
5. The client hereby represents that he has obtained all information required to use Business France's products and services.

## GENERAL TERMS

### 1- DEFINITIONS

6. For purposes of these general terms and conditions of sale, the following terms shall have the meaning set forth below:
  - "subscription": subscription of the client to a service proposed by Business France, which is performed successively, such as the hotline, the access to the ProAO database (international projects and call for bids), the LVI, the Country Briefs, ...;
  - "database": set of organized information and data designed and realized by Business France in order to be used by the client ;
  - "passed for press": validation by the client of the last impression of the document realized by Business France, before complete proof ;
  - "purchase order": document that, if required due to the nature of the products or services or modalities of the order, summarizes the characteristics of the product or service ordered ;
  - "client": any individual or legal entity, consumer or professional, buying products and services from Business France;
  - "order": act by which the client orders products and services from Business France;
  - "consumer": individual not acting as a professional trader;
  - "related contractual document": document which does not includes legal conditions and which, if required due to the nature of the products or services or modalities of the order completes, but does not prevail over, these general terms and conditions of sale as well as the particular terms and conditions of sale such as purchase orders, registration forms, subscription forms, ...;
  - "events": all events organized by Business France or in which Business France is involved, such as trade shows (exhibitions, pavilions,...etc.) and other events of any nature (seminars, symposiums, forums, workshops, meetings,...etc.);
  - "B to B meeting": part of "Contacts" range which includes Business France services such as: market discovery, Buyers' meeting, Forum Affairs, etc.
  - "individual services": By opposition to the collective services, the individual services are those parameterized with regard to needs expressed by the Customer (MP, TSO, Studies, Monitoring, Direct marketing, etc.)





- “services”: all Business France services, such as studies, consulting, direct marketing, organization of events, provision of databases...;
- “products”: all products commercialized by Business France, such as editorial products (books, CD-ROMs, DVDs), directories, download documents...;
- “professional”: any person acting in the course of his business activities;
- “website”: interactive electronic service exploited by Business France on the Internet network;
- “Business France”: national agency supporting the international development of the French economy and its foreign offices, as well as the local entities chosen by Business France to represent it.

## 2- PURPOSE

7. This document constitutes the general terms and conditions of sale applicable, barring exception duly reminded by Business France, to all of the business products or services of Business France, and no other documents, such as clients’ general terms of purchase, brochures, catalogues... shall apply.

## 3- SCOPE

8. These general terms and conditions of sale do not apply to:

- the relations ruled by Law n°2000-242 of 14th March 2000 relative to international internships (VIE) (“Volontariat International en Entreprise”) concerning the VIE himself/herself, on one hand, and concerning Business France and the French host entity, on the other hand ;
- professional travels and stays.

9. The order of any products and services from Business France including services relating to VIE contractual relations implies the unreserved agreement by the client to these general terms and conditions of sale.

10. For each order, the client shall be deemed to have read and accepted these general terms and conditions of sale and, where applicable, any related contractual documents.

11. The client acknowledges that he is perfectly aware of the fact that the acceptance of these general terms and conditions of sale does not require his handwritten signature or a formal agreement and that such acceptance takes place when the order is placed which, depending on the circumstances, shall be materialized in:

- a purchase in a store or on site (e.g.: when participating in an event);
- the confirmation by a click of an order placed online by the client;
- other (subscription form, signature of a purchase order, registration form, etc...).

## 4- CONTRACTUAL DOCUMENTS

12. The contractual documents are, in decreasing order of priority:

- Particular terms and conditions of a service;
- these general terms and conditions of sale;
- the related contractual documents if required due to the nature of the products or services or the modalities of the order.

13. The related contractual documents shall be deemed to include no legal provisions, but only information related to the order (price, quantity, denomination of the products or services, indicative delivery date...).

14. Notwithstanding the foregoing, in case of discrepancy between documents of different nature or rank, the parties expressly agree that the provisions contained in the document with the higher rank in the order of priority shall prevail with regard to the conflicting obligations.





## **5- TERM/EFFECTIVE DATE**

15. These general terms and conditions of sale apply from the date of the order and throughout the performance of the order.

16. As a rule, the applicable general terms and conditions of sale are the version of the terms and conditions of sale posted online on Business France website and in force at the time the order is placed.

17. That version shall prevail over any other subsequently modified versions, except that the modifications taking into account statutory and regulatory changes shall apply immediately to any ongoing order.

18. However, notwithstanding the foregoing, for the services involving a successive performance, Business France reserves the right to modify from time to time the general terms and conditions of sale as it would deem appropriate or useful, and such modifications will be applied immediately.

19. In such case, Business France agrees to inform without delay the client of the content of such modifications by any means as it may choose.

20. If the client disagrees with the new general terms and conditions of sale, he may terminate his order within a period of thirty (30) days without being entitled to claim any compensation whatsoever in that respect. Otherwise, the new general terms and conditions of sale shall be deemed accepted in their entirety.

## **6- TIMETABLE**

21. The time periods indicated for the performance by Business France of its commitments are indicative, except for those related to the organization of events.

22. Any time period begins to run the day following the day where the fact constituting the starting point of the time period occurs.

23. When the time period is expressed in days, day shall mean calendar day, and the time period shall expire at the end of its last day.

24. All time periods stated in these general terms and conditions of sale are expressed according to the French calendar.

## **7- PRIOR INFORMATION**

25. The client acknowledges that he has requested, obtained and received all necessary information and/or all additional information required to place his order with full knowledge of the facts.

26. The client further acknowledges that he is aware of the nature, intended use and terms of use of the products or services offered. It is the exclusive responsibility of the client to check that the products or services ordered meet his needs; the client shall therefore be solely liable for the choice he makes and Business France will not be held liable therefor.

27. It is the exclusive responsibility of the client to ensure that the products and services he orders are offered in, and in compliance with the laws of, the country where he is established.

## **8- ORDER**

28. The client certifies that the contractual information given for the order is accurate.

29. Any order constitutes a firm and irrevocable commitment from the client and may not be challenged. Any order cancellation, at any time, shall give rise to the payment of the entire service except any particularity mentioned in these general terms and conditions of sale or in any special conditions.

30. Business France reserves the right to refuse, cancel or suspend any order in the following events:

- the client does not pay the sums due for one or more orders and/or if there is a dispute about the payment of a previous order;





- the client does not (or does not anymore) meet the eligibility criteria to order products or services from Business France;
- the client did not supply the information, documents or elements of any nature he was asked to supply for the proper performance of the order, or failed to comply with one or more of his obligations;

Concerning the eligibility criteria for the assistance to the international development of companies and to exports, it is necessary to distinguish:

- **General terms of eligibility or “access”** based on:
  - the France based activity of the line of business which requests Business France;
  - the contribution of this activity to French economy and Business France’ aims.

These general terms are cumulative.

- **Particular terms of eligibility to a (or a type of) service or product** based on:
  - The vocation of the product or the service concerned;
  - The nature of the product or the service concerned.

These conditions are either cumulative, or alternative, in between them.

The particular terms, when implemented, cumulate with the general terms of eligibility pointed out herebefore.

To enable Business France to appreciate the eligibility of the client to his services, taking into consideration terms above mentioned, the client brings the elements of analysis necessary to it, informs Business France of any change of situation that can affect his eligibility, and agrees to be subjected to Business France impact evaluation in filling the questionnaires of satisfaction and impact.

Failing this, Business France will be founded to pronounce, automatically and at any time, the ineligibility of the client.

31. Business France agrees to inform the client as soon as possible in case the products or services ordered are unavailable.

## 9- PRODUCT DELIVERY

32. All risks (loss, theft, destruction, damage...) shall pass on delivery.

33. Deliveries are made according to the availability of the products and on a first-come, first-served basis.

34. Products are delivered at the address indicated by the client.

35. The client shall check the condition of the products at the time of delivery.

36. As a rule, in case of damage or if the products delivered would not correspond to the products ordered, the client shall refuse the delivery, give the product back to the carrier and indicate the reasons for such refusal on the delivery slip; in the absence of delivery slip, the client may send his complaint by registered letter return receipt requested at the address indicated below.

37. Similarly, in case it is impossible for the client to refuse the delivery, the client will have a period of fourteen (14) working days starting the delivery to return the product, along with the delivery slip and indicating the reasons for such return, at the address below:

Librairie du commerce international  
71 bd Saint Jacques  
75998 PARIS Cedex 14  
FRANCE

38. In case of proven defects or non-compliance, Business France undertakes to exchange or refund the product, provided the client complies with the conditions stated for the return of products.

39. The delivery times indicated by Business France at the time of the order are only indicative.





## 10- PERFORMANCE OF THE SERVICES

40. The services may be subject to an end-of-service report, which may in particular take the form of a satisfaction questionnaire. The client is invited to return it at the address indicated on the document given to him.

41. If no complaint or observation is made spontaneously at the end of the service or if no satisfaction questionnaire is returned within fourteen (14) days after the end of the service, the service shall be considered as satisfactory and meeting the needs and expectations of the client.

## 11- QUALITY IMPROVEMENT

42. Business France makes available to its clients a service in charge of gathering all suggestions, observations and complaints regarding quality.

43. For reasons of efficiency, any suggestion or observation should be sent to Business France within three (3) months after the delivery of the products or the end of the services, at the address below:

Business France  
Service client  
2, place Laurent d'Arvieux  
CS 60708  
13572 Marseille cedex 02

## 12- PRICE

44. The prices related to an order of products and services are those indicated at the time of the order, except the cases described in article 45 hereafter.

45. Business France indicates the total amount of the order in euros, with and without VAT, freight charges included for the delivery of the products.

46. Prices are stated in euros, with and without VAT, and are those prevailing on the day of the order. If the client asks for the realization of an order (globally or in a part) more than 6 (six) months after he/she has signed it, the price(s) is(are) updated as of the day of its demand.

47. Generally, orders are payable in euros, whatever their origin.

48. Prices are fixed without taxes and increased by the taxes, including VAT, prevailing on the date of the delivery of the good or the date of the realization of the service.

Any other taxes not listed in the initial order will be paid by the client.

Pursuant to directive (EC) n°2008/8, transposed by French law (article 102 LF 2010 n°2009-1673 of 2009, 30 December), the applicable VAT rules are as following:

- If the Client domiciled in France, the French VAT is applied;
- If the Client domiciled in a State member of the European Union and has an intracommunity VAT number, no VAT is applied; if he/she does not have an intracommunity VAT number, then the French VAT is applied;
- If the Client domiciled abroad, out of the territory of the European Union, no VAT is applied.

Any change in the applicable VAT rate shall automatically be passed on to the prices indicated.

49. For products delivered outside France, the price indicated in the order does not include the customs taxes and duties applicable in the country of destination or any other import taxes that may be due at the time of delivery.

50. Freight charges include handling, packaging and shipping charges. As a rule, such charges vary according to the geographic zone, the weight of the parcel and the delivery terms; they may also be invoiced on a flat-rate basis, depending on the circumstances.

51. Freight charges shall be invoiced for each dispatch.

52. Business France reserves the possibility to split up deliveries, in particular in case of unavailability of the products. In such case, freight charges will only be invoiced for one dispatch.







53. Business France and the client agree that article 1195 of the French civil code does not apply to their contractual relationship. Therefore, an unforeseen change of circumstances when concluding the contract will not affect the agreed price except by express agreement of both parties.

### **13- PAYMENT AND INVOICING**

54. Business France determines the invoicing terms specific to each product or service. Business France reserves its rights notably to ask for an advance payment and/or to apply a variable fee in all or in part if agreed with the client in the commercial proposal, the order or the particular conditions of sale.

55. Unless otherwise specified, payment shall be made no later than thirty (30) days net after the date of the invoice and without discount.

All claim related to the invoice must be made in the fifteen (15) days after the receipt of the invoice, in writing to the following address:

Business France  
Service client  
2, place Laurent d'Arvieux  
CS 60708  
13572 Marseille cedex 02

After this period, the invoice will be considered as totally accepted by the client and no later claim will be taken into account by Business France.

56. Invoices are payable:

- by credit card (Carte bleue, Visa, Eurocard/Mastercard);
- by bank transfer on Business France's account on the basis of the following bank details:
  - TRESOR PUBLIC
  - Code banque (bank code): 10071
  - Code guichet (sort code): 75000
  - N° de compte (account number) : 00001000018
  - Clé RIB: 26
  - BIC (Bank Identification Code): TRPUFRP1
  - IBAN (International Bank Account Number): FR76 1007 1750 0000 0010 0001 826
- by check made payable to: Business France – Agence comptable, and sent at the address below:

Business France  
Agence comptable  
2, place Laurent d'Arvieux  
CS 60708  
13572 Marseille Cedex 02

### **14- PENALTIES**

57. Failure by the client to pay the amounts on their due date shall result, as of right and without prior notice, upon due date, in immediate payability of the amounts due and in the invoicing of an interest equal to the interest rate applied by the European central bank to its most recent refinancing operation increased by ten (10) percentage points, payable the day the payment is due.

58. Any professional delaying the payment becomes automatically debtor to Business France, in addition to the penalties for late payment, of a fixed allowance for recovery costs of forty (40) euros according to articles L441-6 and D441-5 of the French commercial code. Business France reserves the right to claim an additional compensation justifying having spent more than forty (40) euros for recovery costs.





## **15- RETENTION OF TITLE**

59. Business France retains full and complete title to the products sold until payment in full of the price.
60. Payment in full of the price means the collection by Business France of the price, expenses and taxes included.

## **16- AUDIT**

61. The mission of Business France is to help French companies installing and developing abroad as well as to promote and facilitate international investment in France. The products or services it commercializes should be used strictly in line with these missions.
62. Accordingly, Business France reserves the right to audit in such manner as it may deem fit whether the products and services are used by the client in strict compliance with those objectives.
63. If such audit shows that the client has breached his obligations, Business France reserves the right to suspend the performance of the order or to refuse a future order.

## **17- INTELLECTUAL PROPERTY**

64. The information, documents, texts and elements of any nature, distributed or transmitted to the client by Business France or to Business France by the client, including the elements posted on Business France website, belong to the disclosing party and are protected by intellectual property worldwide.
65. As a rule, nothing in these general terms and conditions of sale shall be construed as transferring to the receiving party any of the intellectual property rights in the elements belonging to the disclosing party.
66. In accordance with the provisions of the French Intellectual Property Code, any use shall be strictly limited to the use set forth in the contract.
67. The receiving party shall not directly or indirectly infringe the intellectual property rights of the disclosing party or their author.
68. As a result, any total or partial reproduction or performance by any means whatsoever not expressly accepted in advance by the disclosing party shall be considered as infringement.
69. However, Business France may under certain conditions grant to the client, at his request, a right to use Business France-owned elements for certain customized services realized at the request of the client on the basis of the client's specifications.
70. Unless otherwise stated, such right to use shall not be of an exclusive nature.
71. However, if exclusivity is required due to the nature of the products or services, such exclusivity shall in any event be limited to six (6) months. After said 6-month period, Business France reserves the right to re-use the elements concerned.

## **18- CONFIDENTIALITY**

72. The following shall be deemed strictly confidential: any documents, information, texts and elements of any nature, distributed or transmitted to the client by Business France and expressly identified as "confidential" or incorporating any other notice such as "restricted distribution", "unauthorized reproduction" etc.
73. The following shall also be deemed confidential by nature, provided they are not made public by Business France: any documents, information or elements of any nature that may be transmitted to the client by Business France in relation to an assessment (evaluation, notation, quotation...).
74. The client shall not communicate, publish or otherwise disclose these elements and shall take any measures required to protect their confidentiality by himself or his employees.





## **19- EQUIPMENT**

75. To fulfill the services, Business France may have to provide the client with equipment of any nature (stands, chairs, desks, fitted carpets, carpets, technological tools...).

76. The client shall be fully liable (in case of loss, damage, theft...) for the equipment for the period during which such equipment are provided to him.

77. Business France may not be held liable in case of damage resulting from a misuse of the equipment.

78. All the equipment made available to the client are the exclusive property of Business France and shall be returned to Business France at the end of the performance of the products or services.

79. In the event where the client is unable to return the equipment in their original condition, the client agrees to refund them, without prejudice to any damages Business France may be entitled to claim.

## **20- SECURITY**

80. The client agrees to comply and have his employees comply with all the security and ethical rules established due to the nature of the services realized by Business France.

81. In no circumstances shall Business France be held liable for damage arising out of a failure to comply with such security and ethical rules caused by client's misconduct or negligence.

## **21- NON-COMPETITION AND TRANSPARENCY**

82. The activities of Business France fall within the scope of a public service mission and their financing are based on public funds; as a result, such activities shall remain strictly in line with the principles of transparency and loyalty towards the client.

83. If intermediaries ask Business France to provide products or services designed for an end-user, such intermediaries undertake to clearly state the name of Business France and the price of the product or service, and agree to pass on to the end-user the exact same price, without any margin.

84. Generally, the client is expressly prohibited from using or redistributing Business France's products, services and know-how, whether for business or non-business purposes, without Business France's prior authorization.

## **22- BUSINESS REFERENCE**

85. Business France may use the name and logos of its clients as a business reference, unless expressly otherwise stated by the clients.

## **23- DATA PROTECTION AND PRIVACY**

### **23.1- Controller – Personal data processed**

86. Business France acts as the controller for the processing of personal data referred to in this chapter.

87. Business France has designated a Data Protection Officer whose contact details are as follows: [dpo@businessfrance.fr](mailto:dpo@businessfrance.fr)

88. In the context of processing of personal data, Business France collects and processes the following data: civility data, contact details, professional role of its clients for the purpose of clients management and clients files.

### **23.2 - Purpose and legal basis of the data processing**

89. Business France processes data for the following purposes:

- Clients purchase order management,
- Events organization management.





90. Business France implement data processing only if at least one of the following conditions is met:

- clients consent to the processing operations has been obtained;
- the existence of Business France legitimate interest, or that of a third party, which justifies that Business France implements this processing of personal data;
- the execution of a contract binding Business France to a client requires that Business France implements this processing of personal data;
- statutory and regulatory obligations which require this processing of personal data.

The legitimate interest of Business France which are pursued by Business France are those in conformity with its activities listed in article 1 of Decree n° 2014-1571 of December 22, 2014 regarding Business France and in the Order n°2014-1555 of December 22, 2014 regarding the merger between UBIFRANCE, the French Agency for international development and Invest in France Agency that took place 1<sup>st</sup> January 2015.

### 23.3 - Recipients of the data

91. The personal data Business France collects, and those Business France obtained subsequently, are intended for Business France in its capacity as controller and for the French public program members supporting international development of the French economy.

92. Business France ensures that only authorized persons have access to this data. Business France services providers and French public program members supporting international development of the French economy can be recipients of this data to perform the services they are entrusted to. Some personal data may be sent to third parties or to legally authorised authorities in order to meet Business France legal, regulatory or contractual obligations.

93. Personal data may be subject to a convergence, a mutualisation or a sharing between all Business France entities. Personal data may be communicated to these entities for the purposes referred to in this chapter. These operations are carried out on the basis of instruments that comply with applicable regulations and are capable of ensuring that your rights are protected and respected.

### 23.4 - Transfer and keeping period of data

94. Business France transfers personal data to its offices and partners in European Union and outside European Union.

Each of these transfers is governed by legal instruments that comply with the applicable legal framework:

- Switzerland benefits from an adequacy decision, which means that it offers personal data a level of protection equivalent to the one which is applied on the European Union territory.
- Transfers made to other countries (Japan, Cameroon, United states of America, Taiwan, Turkey, India, Australia, China, South Africa) are covered by the following appropriate safeguards: cross-border conventions.

95. The periods for which Business France keep the personal data are proportionate to the purposes for which the data are collected. The personal data are kept in conformity with the necessary time for the purposes they are processed, that is for the contract period increased by the legal prescriptions, and also to ensure the respect of legal or regulatory requirements compulsory for Business France.

### 23.5 - Rights on personal data

96. Exercise of the rights:

A client can exercise his rights by email to the following address : [dpo@businessfrance.fr](mailto:dpo@businessfrance.fr) or by post to the following address: Délégué à la protection des données, Business France, 77 boulevard Saint-Jacques 75014 Paris, justifying his identity.

To do so, the client has to clearly indicate his surname and first name, the address he wants the reply to be sent and to join the copy of an identity document containing his signature.

As a principle, the client can exercise freely all his rights. However, concerning the right of access, Business France may ask for the payment of reasonable fees based on the administrative costs for any copy of data required.

Concerning the right of information, Business will not have to answer it if the client has already the information he asks.

Business France will inform him if it cannot answer the requests.

The failure to provide information or modification of data can have consequences in the process of certain demands for the execution of contractual relations.





The request concerning the exercise of the client's rights will be store for monitoring purposes.

#### 97. Right of information:

The client acknowledges that these general terms and conditions of sale provides him with information about the purposes, legal framework, interests, recipients or categories of recipients with whom his personal data were shared, and the possibility of a data transfer to a third country.

In addition to this information and with the aim of ensuring fair and transparent processing of data, the client further acknowledges that he has received additional information concerning:

- the period for which his personal data will be kept;
- the existence of the rights which are granted to him and the terms and conditions to exercise them.

If Business France decides to process data for purposes other than those indicated, all information relating to those new purposes will be communicated to the client.

#### 98. Right to access to and rectification of data:

The client has the right to access and rectify his personal data at the following address: [dpo@businessfrance.fr](mailto:dpo@businessfrance.fr)

In this respect, the client has the confirmation as to whether or not his personal data are being processed and where this is the case, access to his data and the following information:

- the purposes of the processing;
- the categories of personal data concerned;
- the recipients or categories of recipient to whom the personal data have been or will be disclosed, in particular recipients in third countries;
- where possible, the envisaged period for which the personal data will be stored, or, if not possible, the criteria used to determine that period;
- the existence of the right to request from the controller rectification or erasure of personal data or restriction of processing of personal data concerning the data subject or to object to such processing;
- the right to lodge a complaint with a supervisory authority;
- where the personal data are not collected from the data subjects, any available information to their source;
- the existence of automated decision-making, including profiling, and in this case, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the data subject.

The client can ask Business France to, as the case may be, rectify or complete his personal data that are inaccurate, incomplete, equivocal or expired.

#### 99. Right to erasure and to restriction the data – right to object to data processing:

The client can ask Business France to erase his personal data where one of the following grounds applies:

- the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
- the client withdraws the consent he has previously given;
- the client object to the processing of his personal data and there is no legal reason for such processing;
- the processing of personal data does not comply with the provisions of the applicable legislation and regulations.

Nevertheless, the exercise of this right will not be possible when the retention of the personal data is necessary for compliance with statutory or regulatory provisions and in particular for example for the establishment, exercise or defence of legal claims.

The client may request restriction of processing of his personal data in the cases provided for by law and regulation.

The client has the right to object to the processing of his personal data when the processing is based on the legitimate interest of the controller or on a necessary mission of public interest or on the exercise of official authority.

#### 100. Other rights:

The client has the right to portability of his/her personal data. The data on which this right can be exercised are:

- only his personal data, which excludes anonymized personal data or data that does not concern him;
- declarative personal data and personal data relating to the functioning of Business France, as mentioned above;
- personal data which do not adversely affect the rights and freedoms of others such as those protected by trade secrets.

This right is limited to processing based on consent or contract as well as to personal data that the client has personally generated. This right does not include derived or inferred data, which are personal data created by Business France.





When the data processing Business France carry out is based on the client consent, he may withdraw it at any time. Business France will then stop processing the personal data but this will have no impact on the previous transactions to which the client has consented.

The client has the right to lodge a complaint with the French data protection authority (the Cnil) on the French territory without prejudice to any administrative or judicial remedy.

The client can give instructions in relation to the storage, erasure and communication of his personal data after his death to a certified trusted third party in charge of enforcing the wishes of the deceased in compliance with the applicable legal framework.

101. The client personal data are communicated to Business France to be able to enter into the contract and perform the orders.

In this context, if the client refuses to provide Business France with his personal data, this refusal will result in an impossibility to perform the order.

## **24- LIABILITY**

### **25.1 - Obligation of means**

102. Business France is bound by an obligation of means for the realization of its obligations under these general terms and conditions of sale.

103. Accordingly, Business France would not be held liable unless its fault is proved.

104. Business France is not responsible for contractual or extra-contractual elements which are not part of the strict performance of its obligations.

For instance, Business France is not responsible for the misuse of the products/services by the client, the intervention of any third party (including a VIE) , the suitability and compliance of the products/services with the client's needs, the availability of the products in stock, the respect of the legislation of the country where the product/service is delivered, the misuse of the information by the client, the number and quality of meetings obtained in case of Business France services, and, more generally, the result of the connecting service with third parties etc ...

105. In particular, it is expressly agreed that Business France cannot guarantee the realization of a service (except events and B to B meetings) and/or the delivery of a product when the client asks for the realization of an order signed more than six (6) months after he/she has signed it.

### **25.2 - Limitation of Liability**

106. Business France shall be liable only for direct, personal and certain material damages, if its responsibility is involved. The client could never ask compensation for indirect and immaterial damages, such as loss of business, loss of profits, loss of data, commercial prejudice or loss of opportunity.

107. In particular, Business France or its staff responsibility cannot exceed three (3) times the price of the services concerned.

### **25.3 - Renunciation to appeal**

108. In consideration of the insurance obligation mentioned below and the Business France limitation of liability, it is expressly agreed that the client renounces to any appeal he/she would have the right to initiate against Business France or its insurers for damages other than direct material damages. For those damages, it is expressly agreed that the client renounces to any appeal against Business France and its insurers for more than the limit mentioned in article 107.

109. In particular, the client undertakes to obtain the same renunciation from his/her insurers.





## **25- INSURANCE**

110. Each party subscribes insurance for the financial consequences of damages that may occur to him/her and civil liability he/she could be responsible for regarding orders of products and services of Business France.

111. So, the client undertakes to subscribe, by an insurance company that is known to be solvent, an insurance policy to cover his/her proper damages and his/her civil liability for any material, personal or immaterial damages that could be directly or indirectly cause to Business France and/or third parties, as well as any special risks related to his/her activity, during the time of the orders.

112. The events and coverage limits will be indicated in the insurance certificate and will have to match at least with the equivalent amounts of coverage pursuant to practices in the business field of the client.

113. The insurance certificate of the client for all the risks mentioned in this article is given within fifteen (15) days.

114. The client gives for any new order, when the policy(ies) concerned expire(s) and at the first demand of Business France an insurance certificate indicating that the policy is in force and reminding the insurance coverage, the amount of cover per damage and the client's activities.

115. Whenever insurance certificate is not submitted, Business France reserves its right to require from the client the payment of a penalty of five hundred (500) euros per day of delay, after a period of thirty (30) days after a formal notice sent by Business France by registered letter with an acknowledgement of receipt remained unanswered.

116. Failure to comply with the present paragraph may result in termination of the contract by the client's fault.

117. In case of termination of the policies, by any reason, the client undertakes to notify it immediately to Business France, to pay the insurance premiums he/she would still have to pay to his/her insurer in the periods stipulated in the contract and, generally, to make all the necessary arrangements to maintain in force the policies of the insurance contract.

118. The client cannot, in any way, use the existence of the insurance policies, an insufficient coverage or insurance deductibles or exclusion of coverage or more generally, any difficulty that the insurer may oppose to him/her in case of damage to obtain a compensation of his/her damages or a limitation of liability.

## **26- RESCISSION – TERMINATION**

119. In case of material breach by the client of his obligations, Business France may terminate or rescind as of right the transaction, without prejudice to any damages it may be entitled to claim.

## **27- WITHDRAWAL**

120. As a rule, the products and services of Business France are intended for a professional use. However, Business France does not exclude the sale of products or services to non-professional clients.

121. In that case, provided the client previously informed Business France that he was not a professional client, the following paragraphs apply. If the client failed to inform Business France that he was not a professional client, he will be considered as a professional client.

122. A consumer client has a period of fourteen (14) clear days to exercise his right of withdrawal without having to give any reason therefor or incurring a penalty.

123. The time period starts running (i) for products, upon their delivery or (ii) for services, upon their order.

124. If that time period expires on a Saturday, a Sunday or a bank or public holiday, the period is extended to the next working day.

125. Products must be returned, at the client's cost, in their original condition and packaging, at the address below:





Librairie du commerce international  
71 bd Saint Jacques  
75998 PARIS Cedex 14  
FRANCE

126. Subject that the products are returned as described above, Business France agrees to refund the client without delay and no later than fourteen (14) days after the date on which said right was exercised based on the standard delivery method.

127. Refund shall be made by the same mean of payment used by the client for the initial transaction, except expressly agreed by the client.

128. However, in accordance with the provisions of the French Consumer Code, the right of withdrawal may not be exercised:

- for services whose performance began, with the client's consent, before the end of the 14-clear-day period (in particular digital content downloading). In that case, the consumer expressly renounces to exercise his/her right of withdrawal;
- for customized products (personalized monitoring services, personalized market studies...);
- for the supply of newspapers, periodicals or magazines;
- for CDs and DVDs.

## **28- ONLINE SALE**

129. The following paragraphs of this clause only apply to products ordered online on Business France website <http://export.businessfrance.fr>

130. The order process includes the following steps:

- step 1: choice of the products or services;
- step 2: filling out of the mandatory data fields related to contractual information;
- step 3: filling out of the user name and password;
- step 4: check of the order and correct any errors;
- step 5: confirmation of the order and the total price VAT included, freight charges included;
- step 6: acceptance of the general terms and conditions of sale;
- step 7: payment ;
- step 8: confirmation of the order by Business France.

131. The delivery time indicated at the time an order is placed is based on any order placed online before 8p.m, French time, Monday through Friday, excluding French bank holidays.

132. It is the responsibility of the client to store on the medium of his choice the contractual information transmitted to Business France.

133. The client can access to a summary statement of the order, in printable version, on his personal space accessible on Business France website by entering his user name and password.

134. The client may save and download these general terms and conditions of sale by clicking on the following link: <http://www.businessfrance.fr/mentions-legales/>

135. If Business France does not accept the order and the payment, including in case of unavailability, the order shall be deemed cancelled and the client shall not be entitled to any compensation therefor.

136. The technical means used to identify errors are stated on Business France website.

137. The above provisions do not apply to transactions concluded between professionals.

138. In accordance with the Article L. 213-1 of the French Consumer Code, Business France retains the document embodying orders involving a sum equal to or greater than 120 euros for a period of ten years starting the delivery concerned by the order, and will provide access to that document at any time for the same period of time.







139. The client is informed that Business France may not be held liable in case of damage caused during a payment made online, which are of the exclusive liability of the banking institution concerned.

140. The information posted online on Business France website in relation to products and services is not updated in real time. Business France cannot therefore warrant its accuracy. The client shall be exclusively responsible for the use he makes of such information and agrees to ask Business France to confirm it.

141. Business France will strive to publish accurate and updated information and correct errors reported to it as far as possible.

142. It is the responsibility of the client to take any appropriate measures to protect his data and equipment from virus and attempts to intrude in his computer system by third parties via the service.

143. The client acknowledges that his equipment is connected to the Internet network under his sole responsibility and, as a result, that Business France may not be held liable for any damage that may arise during his connection. Consequently, based on the foregoing, the client knowingly waives any action against Business France related to one or more of the above facts or events.

144. The client shall be exclusively liable for the tangible or intangible damage caused by himself or one of his employees to Business France website when using the service.

145. Business France reserves the right to modify, suspend, restrict or interrupt, without prior notice, access to all or part of the service, including in particular the content, functionalities or availability hours.

### **29- FORCE MAJEURE**

146. Process of the orders is suspended and Business France cannot be held liable in case of events of force majeure, in particular labour disputes (strike, lock-out, strike of subcontractors...) and any other events as natural disasters (earthquake, typhoon...), floods, armed conflicts (war, insurrection...), difficulties of transportation, supplies...

147. In this case, the contracting parties undertake to look for an alternative solution, in good faith, enabling them to carry on their activities normally.

148. The orders shall process normally and the parties shall be liable for their obligations as soon as the event of force majeure disappearance shall be evidenced.

149. If a force majeure event lasts more than three (3) business months, the orders placed under these general terms and conditions of sale shall automatically be terminated.

### **30- GOOD FAITH**

150. The parties agree to perform their obligations under these general terms and conditions of sale with utmost good faith.

### **31- LEGAL AUTHORIZATIONS**

151. The client agrees to obtain all of the relevant statutory, regulatory and administrative authorizations he requires in order to perform these general terms and conditions of sale.

### **32- NON-WAIVER**

152. The client agrees that any tolerance of a situation by Business France shall not grant the client any rights in that respect.

153. Moreover, such a tolerance shall not be construed as a waiver of the rights in question.

### **33- INDEPENDENCE**

154. The client acknowledges that he acts for his own account.





155. Nothing in these general terms and conditions of sale is intended to constitute a partnership, franchise, or agency relationship given by the client to Business France.

#### **34- ASSIGNMENT**

156. The client may not assign, in whole or in part, the orders placed under these general terms and conditions of sale, whether or not for consideration.

157. Business France reserves the right to totally or partially assign the orders placed under these general terms and conditions of sale in the event where the missions and powers granted to it under Decree of December 22, 2014, as amended, would be changed or transferred to another entity.

#### **35- HEADINGS**

158. In the event a difficulty of interpretation arises out of a contradiction between any of the article headings and the terms of the clauses, the headings shall be deemed to be non-existent.

#### **36- SEVERABILITY**

159. If one or several provisions of these general terms and conditions of sale were to be held invalid or so declared by a law, a regulation or a final decision having *res judicata* effect rendered by a court having proper jurisdiction, the other provisions shall remain in full force and effect.

#### **37- LANGUAGE**

160. The contractual documents including these general terms and conditions of sale have been drafted in the French language.

161. Business France may translate the contractual documents.

162. In case of contradiction, the French version shall prevail as the only authentic text.

#### **38- RULES ON EVIDENCE**

163. The documents electronically exchanged between Business France and the client shall be used as evidence, provided that the person from whom they originate can be duly identified and that they are established and kept in reasonable conditions guaranteeing their integrity.

#### **39- DOMICILIATION**

164. For purposes of these general terms and conditions of sale, and unless otherwise stated, the parties agree to send all correspondences to the respective registered offices of Business France and the client, and for individuals, at the address stated at the time of the order.

#### **40- GOVERNING LAW**

165. These general terms and conditions of sale shall be governed by French law.

166. French law shall apply to both form and substance, notwithstanding the place of performance of the essential or ancillary obligations.

#### **41- JURISDICTION CLAUSE**

167. This jurisdiction clause does not apply to non-professional clients.

168. All disputes shall be settled exclusively by the competent courts of Paris, regardless the number of defendants or any introduction of third parties, even for urgent procedures, protective measures, introduced by summary procedure or petition.

169. For non-professional clients, the rules of general law apply.





## PRODUCTS AND SERVICES SPECIFIC TERMS

### 42- SERVICES LINKED TO “INVESTMENT”

170. Business France offers a range of investment services including finding investors, targeting projects and meetings with potential investors and organizing workshops with foreign companies and economic actors.

171. During the execution of the targeted project or workshop program, the client can ask Business France to exclude a proposed meeting because it does not correspond to its qualitative or quantitative requirements. That request is made to Business France in a time limit decided between the client and Business France. Failing that, the time limit cannot be less than two weeks before the mission or workshop starts.

172. In the case where the investors being in the targeted project list do not agree to meet with the client, the investment service is ended by Business France in a period decided in the commercial proposal.

173. During a meeting, if the investor decides that they want to enlarge the consultation to any other French actor, the project will be opened to these actors or territories mentioned by the investor

174. After examination of the client’s offer, the investor may want to broaden the range of projects of interest in France. Then, the project will be transmitted to any other French actor, after prior information to the client.

### 43- EDITORIAL PRODUCTS

175. The following additional provisions shall apply to editorial products:

176. In the event where Business France is not the author of the editorial products, Business France shall not be liable for the distributed contents.

177. It is the responsibility of the client to possess appropriate equipment to use the digital editorial products.

178. The client shall not implement any technical means infringing copyright in any editorial products (DRM, technical protection measures...).

179. If the client buys an editorial product or “works” for an internal or personal use, Business France grants him a one-year worldwide non-exclusive, non-transferable licence to use, display and print on paper form or on his computer or other electronic access device, the works for his internal and non-commercial use only.

**Internal use** means any exploitation of works as a documentary source for the own needs of the Client, without any repeat broadcast or provision to third parties of works, shall it be on a free or paying basis.

It is not permitted for the client to assign the copyright licence of the works. The client undertakes to respect the physical and intellectual integrity of the works, avoiding any addition, extraction, change or adaptation. He undertakes to quote the source by the following terms: “©Business France, all rights reserved”.

180. If the client buys an editorial product or “works” for provision for consultation, Business France grants him a one-year worldwide non-exclusive, non-transferable licence to use, display and print on paper form or on his computer or other electronic access device, the works for his internal and non-commercial use and/or for provision for consultation only, within the limit of the number of users for which he concluded the licence.

**Provision for consultation** means the fact for the Client of giving access to works only for free consultation by third parties in the Client’ business office. In no case the Client will be authorized to deliver a copy, in any shape or form.

It is not permitted for the client to assign the copyright license of the works. The client undertakes to respect the physical and intellectual integrity of the works, avoiding any addition, extraction, change or adaptation. He undertakes to quote the source by the following terms: “©Business France, all rights reserved”.

181. If the Client buys an editorial product or “works” **for repeat broadcast** for the purposes of providing a service to a third party, Business France grants him a one-year worldwide non-exclusive, non-transferable licence to reproduce, print, represent and traduce the works in English, German, Spanish, Chinese or Russian,





within the limit of the number of users for which he concluded the licence, for the duration and the territory stipulated herebefore, and only for the purposes of providing a service to a third party.

It is not permitted for the Client to resale or repeat broadcast the integral works or part of it, in any shape or form without the purposes of providing substantial services to a third party. Repeat broadcast of the works on an Internet site to be relayed to the public is excluded.

The client undertakes to respect the physical and intellectual integrity of the works, avoiding any addition, extraction, change or adaptation (apart from the above-mentioned authorized translations). He undertakes to quote the source by the following terms: “©Business France, all rights reserved”.

182. The Client is expressly informed that Business France does not tacitly approve any redisseminator concerning its editorial products.

#### **44- SUBSCRIPTION**

183. The duration of the subscriptions is one (1) year starting the order; such duration will be tacitly renewed unless terminated by registered letter with return receipt sent two months before the expiry date at the address below:

Business France  
Espace Gaymard  
2, place d'Arvieux  
CS 60708  
13572 Marseille Cedex 02

184. Business France will expressly inform non-professional clients of the possibility not to renew the subscription no less than three (3) months before the expiry date, provided, however, that they have informed Business France of such capacity.

185. Business France reserves the right to end the subscription in the event where it would stop distributing the product or service covered by the subscription.

186. In such case, the client will be offered a new subscription, which will begin to run upon the end of the previous subscription, and whose price will be prorated to the amount already paid for the previous subscription.

187. If the client refuses to subscribe to the replacement product, or if no replacement product is available, the subscription shall be subject to a prorated refund.

188. The international monitoring letters subscriptions are nominative. The client has to tell Business France in case of change of beneficiary to a letter.

#### **45- DATABASE**

189. If the products and services supplied by Business France consist in making available to the client a database, the following paragraphs apply:

190. Business France is the owner of the intellectual property rights in the database and the content thereof, and the client shall not infringe them in any manner whatsoever.

191. Access to the database and use of the data are subject to a prior subscription by the client and are strictly limited to the specific conditions stated by Business France for each database. The conditions of access may not in any event be breached.

192. The subscription to a database provides the client with a nominative non-transferable and non-exclusive right to use it.

193. All necessary costs for the client's equipment, internet connection and use of the database shall be assumed entirely by the client.

194. Any qualitative or quantitative extraction of data and any total reproduction of the database are strictly prohibited.





195. The data contained in the database may be protected by technical means for access protection (DRM type).

196. The client is informed and hereby accepts that Business France may track and store connection logs and information on the use of the database and its content.

197. In case of access to databases owned by third parties, only such third parties may be held liable therefor.

198. The client is invited to report to Business France any inaccurate, incomplete or ambiguous information contained in the database he may notice.

199. To maintain and improve the database, service interruptions may occur. These service interruptions shall be as short as possible and the client shall not be entitled to any compensation therefor.

#### **46- REGULATORY HOTLINE**

200. Business France makes available to the client, via a subscription, a hotline service.

201. The hotline is an information service accessible by telephone Monday through Friday, French time, except French public holidays, or by e-mail.

202. The subscription is taken out in the form of units. Each request must be made either by telephone or by e-mail and will be deducted per unit, with a unit corresponding to 30 minutes of research.

203. The client may ask to be provided with an estimation of the number of units required to process his request.

204. The client may ask to be provided with a summary statement of his unit account. Only entries made by Business France shall be deemed authentic for the calculation of the units used.

205. The hotline subscription will be automatically renewed at the closest date between once all units are expired and/or in the anniversary of its subscription, unless terminated by sending a registered letter with return receipt two months before the expiry date.

206. All units not used at the end of the subscription period will not be transferred on the following year, even in case the subscription is renewed.

207. Telephone communications and electronic messages may be registered for the purposes of improving quality, ensuring security and tracking calls.

208. Recordings will be stored in Business France's computer systems in reasonable security conditions.

#### **47- REGULATORY EXPERTISE**

209. Business France makes available to the client a regulatory expertise service, via a subscription.

210. The subscription to the regulatory expertise is an information service accessible by phone or by email Monday through Friday, French time, except French public holidays.

211. The subscription is taken out in the form of prepaid time-credit. Each request will be deducted by hour of research with a minimum of one hour.

212. The client may ask to be provided with an estimation of the number of hours required to process his request.

213. The client may ask to be provided with a summary statement of his time-credit account. Only entries made by Business France shall be deemed authentic for the calculation of the time used.

214. The regulatory service subscription will be automatically renewed at the closest date between once all time-credit is expired and/or in the anniversary of its subscription, unless terminated by sending a registered letter with return receipt two months before the expiry date.





215. All hours not used at the end of the subscription period will not be transferred on the following year, even in case the subscription is renewed.

#### **48- EVENTS**

216. Business France offers to organize a wide range of sector-specific and economic events in relation to international commerce.

217. These events may include trade shows or collective operations.

##### **48.1 - General provisions**

218. The events are described in a launching brochure distributed to the clients concerned, indicating the financial terms of the participation.

These financial terms may contain set-up fees, in particular when the event concerned plans successive services for which the participation of the client depends on the will of a third party.

219. Events are subject to a participation agreement made in writing. The client must fill out all mandatory fields.

220. The participation agreement must be sent prior the registration deadline set by Business France. After that deadline, applications will be reviewed by Business France on a case-by-case basis and according to available spaces.

221. By signing the participation agreement, the client agrees to these general terms and conditions of sale.

222. Business France reserves the right to refuse the participation of a client in an event according to article 30.

223. In case of impediment, the client may be replaced by any individual of his choice, subject to Business France's prior consent.

224. Business France determines the information related to the organization of the event, such as:

- the name of the event;
- the price with and without VAT and the percentage of the deposit;
- the date and place of the event;
- the registration deadline;
- the description of the event and the program;
- the name of the organizer;
- the name and details of the point of contact (e-mail address and telephone number)...

225. This information may be modified by Business France at any time.

226. The place and surface (hereafter "the site") allotted to the Client for the purposes of an event, takes into account the external requirements to which Business France is subjected. Consequently, the Client cannot require from Business France neither the reservation of a site in particular, or the guarantee of obtaining an identical or equivalent site in the event of renewal of a former event. In this last case, the Client will not be able to claim the priority of the previous site attributed.

227. Business France reserves the possibility to cancel or postpone an event when its organization has become impossible for any reason, and the client may not be entitled to any compensation as a result of such impossibility.

228. In such case, the client will be offered to participate in a new event.

229. If the client refuses to participate in the replacement event or if no replacement event is available, the client will be refunded in full.

230. The expenses incurred by the client to participate in a cancelled event (transportation tickets, accommodation...) may in no event be refunded by Business France.



231. Unless otherwise stated, event prices do not include:

- travel expenses;
- accommodation and meal expenses;
- insurance for cancellation, repatriation, accident;
- insurance against loss, theft, or destruction of goods and parcels of any nature;
- documentation carriage expenses or excess weight charges.

232. Business France may not be held liable for damage of any nature arising out of or in connection with the event or the transport of individuals and goods. The client represents that he has taken out an assurance covering him in such cases under the conditions established in articles 110 to 118.

233. When participating in the event the client agrees to comply with the rules and procedures imposed by the event organizer as well as with the health, safety and security rules applicable on site.

234. The client undertakes to comply with any other restrictions on the sale of goods on the stands of an event that may be decided.

235. The client agrees to inform Business France of the contracts that may be concluded further to the event by answering to the evaluation questionnaire distributed at the end of the event.

236.. If the client acts on behalf of several companies, he/she remains fully liable towards Business France for all the companies he/she makes participate to the Event including for the compliance with the present general terms and conditions and for all the rules imposed by the event organizer as well as the hygiene and security procedures. The client undertakes to have all the companies authorizations and mandates of the companies he/she represents in order to transmit to Business France and to permit Business France to use the logos, commercial documents and any other information relating to these companies. As sole contract partner of Business France, the client warrants Business France against any claim from these companies.

## **48.2 - Special provisions**

### **48.2.1 - Trade shows / French Pavilion**

237. The service price becomes due and payable upon receipt by Business France of the participation agreement duly filled out and signed by the client.

238. If the client wants to cancel his participation, he must inform Business France by registered letter with return receipt at the address below:

Business France  
Service clients  
2, place Laurent d'Arvieux  
CS 60708  
13572 Marseille Cedex 02

239. If the Client cancels his participation no later than six months before the beginning of trade show/French pavilion (date to date), Business France will not charge the client of the event price.

240. If the client cancels his participation between six to four months before the beginning of the trade show/French pavilion (date to date), Business France will only charge the Client 50% of the event price.

241. In case the Client cancels his participation less than four months before the trade show/French pavilion date, the client shall pay the service price in its entirety.

242. In any case, Business France reserves the right to pass the general terms and conditions of the event organizer on the client in particular if financial charges are required by the organizer in case of cancellation or absence on the stand.

243. Business France may propose additional services to the client in order to personalize the interior of his/her stand, where feasible.





244. In case of non-compliance or non-delivery of an additional services order, the client must have this recorded in writing, in the trade show/French pavilion. Without this record, the client cannot make any claim related to the invoice.

#### **48.2.2 - B to B Meetings / Symposiums abroad**

245. The service price becomes due and payable upon receipt by Business France of the participation agreement duly filled out and signed by the client.

246. If the client wants to cancel his participation, he must inform Business France by registered letter with return receipt at the address below:

Business France  
Service clients  
2, place Laurent d'Arvieux  
CS 60708  
13572 Marseille Cedex 02

247. In case of cancellation, the provisions set below are applicable unless specific dispositions are set in the participation agreement:

- 1- If the Client cancels his participation no later than three months before the beginning of the meeting/symposium (date to date), Business France will not charge the client of the event price;
- 2- If the client cancels his participation between three to one months before the beginning of the meeting/symposium (date to date), Business France will only charge the Client 50% of the event price.
- 3- In case the Client cancels his participation less than one month before the meeting/symposium date, the client shall pay the service price in its entirety.

#### **48.2.3 - Other events**

248. The participation of the client in an event of any nature, other than a trade show/French Pavilion, a B to B Meeting and a symposium abroad, is taken into account by Business France upon receipt of the participation agreement.

249. The client has a period of eight (8) days starting the sending of his participation agreement to cancel his order by registered letter with return receipt at the address below:

Business France  
Service client  
2, place Laurent d'Arvieux  
CS 60708  
13572 Marseille Cedex 02

250. A participation may not, in any event, be cancelled less than five (5) days before the event date.

251. If a participation is cancelled in accordance with the provisions of these general terms and conditions of sale, the amount paid by the client to Business France will be refunded in full. Otherwise, the client shall pay the service price in its entirety.

### **49- INDIVIDUAL SERVICES**

252. For individual services including or having for purpose the organization physical appointments with third parties (foreign operators, journalists, ...) in the country of execution of the service, the customer who asks for the adjournment of the service less than fifteen (15) days before the beginning of the scheduled appointments, will be charged of an additional lump sum of 900€ (nine hundred euros) without VAT by Business France which covers reorganization' expenses.

253. In that case, Business France declines any responsibility on the consequences that could come from the adjournment of the service by the Customer, in it included the possible unavailability of certain third partners.







254. In case the client cancels a business opportunity project or an offer test less than a month before the delivery date written in the commercial proposal, Business France will charge the client at least 50% (fifty percent) of the service price.

#### **49.1 - Trademark anticipation search**

255. Business France can provide a service of trademark anticipation search abroad.

256. These anticipation searches for an identical or similar trademark are made from publicly available information given by the National Trademark Office in the country concerned.

257. Business France endeavours to ensure that the results are reliable and updated. However, Business France cannot be responsible for any delay in updating or error from the National Trademark Office website.

258. The trademark anticipation search results are valid the day the search is carried out. They are forwarded only as general information and should not under any circumstances be used solely by the client to take important economic or legal decisions.

259. The use and interpretation of trademark anticipation search results are the sole responsibility of the client.

#### **50- B to B MEETING SERVICE**

260. For an individual service or an event, a B to B meeting service can be invoiced per meeting. The order and the invoice are adjusted according to the selected options and the number of meetings that took place with local business contacts identified.

261. The meeting program is sent to the client one week before the mission. It can be complemented with other B to B meetings proposals.

262. A B to B meeting is deemed to be accepted by a simple email confirmation of the client or without any confirmation by the client. Any refusal of B to B meeting has to be notified in writing to Business France at least three (3) days before the mission. After that, the B to B meeting is deemed to be accepted.

263. If the local business contact does not show up to the meeting during the mission, Business France will reschedule as best as possible a physical or distance meeting (via phone, Internet) between the client and the local contact depending on the availability of both parties within fifteen (15) days. If the meeting does not take place, it does not have to be paid.

264. Any B to B meeting during the mission with a business local contact that the client accepts is considered a fulfilled and invoiceable meeting.

#### **51- MONITORING SERVICES**

265. The scope of the monitoring services of Business France is strictly limited to the provision of information and advice to the client.

266. As part of its mission, Business France may however have to communicate alerts, but they may not be regarded as warnings.

267. As a rule, the information transmitted is given based on the state of knowledge at the time of transmission. Business France is not obliged to update such information after it has been transmitted to the client.

268. While Business France will strive to distribute complete and updated information and correct, to the extent possible, any reported mistakes, Business France may in no event be held liable for information that is not complete or updated.

269. Business France selects its sources of information with as much care as possible but may not in any event warrant the absence of errors from third parties.





270. The client uses the information transmitted under his/her own responsibility and risk.

271. The client has a personal, confidential and non-transferable access to information from the monitoring service. As such, he/she undertakes to use this information only for his/her own use and not to sell or transfer it to a third party without the prior consent of Business France.

272. The client has an exclusive right to use the results from the personalized monitoring service during a three(3)-year period.

273. The data, knowledge, know-how, methodologies hold by Business France belong to it.

274. Business France reserves the right to reuse all or part of the information used to realize the service.

275. If Business France has to proceed to a computer development, maintenance and/or hosting service, the client undertakes to give it all access and information enabling it to realize the development. The costs relating to the development is paid by the client.

276. If the information is given by XML file, the client undertakes to give to Business France all information and access needed to realize the file.

277. If the information is given by an URL link in Business France website, Business France undertakes to act as soon as possible in case of failure of the website. However, Business France do not guarantee the website maintenance nor security gaps and hacking at the expense of the website.

## **52- SERVICES RELATING TO VIE CONTRACTUAL RELATIONS**

### **51.1 - Assistance for V.I.E Recruitment**

278. French State chose Business France as the public entity in charge of the management of the VIE program. This Program was established by Law n°2000-242 of 14th March 2000 relative to international interships. Business France offers to the companies approved in the scheme of VIE Program, an assistance to find potential candidates through a two-phase approach:

- CV screening: service relating to research, sorting and presentation to the Client of a maximum of ten (10) candidates' files (CV and covering letter) the most in adequacy with the objective criteria which the Client will have beforehand defined for the VIE mission concerned;
- Pre-qualification of candidate' applications (including CV screening): service relating to research, sorting, pre telephone qualification and presentation to the Client of two (2) to eight (8) candidates' files (CV, covering letter, synthesis) the most in adequacy with the objective criteria which the Client will have beforehand defined for the VIE mission concerned.

279. This selection process is carried out in the strict respect of the laws and regulations, and so implies the commitment of the two parts not to carry out any discrimination, based on the origin, the sex and/or the name of the candidates, in accordance with article 225-1 of the French Penal code.

280. The services of assistance for VIE recruitment cannot exceed two (2) months for the CV screening and six (6) months for the pre-qualification, as from the signature of the purchase order. Beyond, if research proved to be unfruitful, it is declared null without any possible allowance for the Client.

281. The Client must make sure of the adequacy of its offer of VIE mission to specificities of candidates' eligibility to the VIE Program in accordance with the legal rules which govern it.

282. The services can be cancelled under the conditions hereafter:

The Client must inform Business France by registered letter with acknowledgement of delivery to the following address:

Business France  
Service CIVI  
2 place Laurent d'Arvieux  
CS60708





13572 Marseille Cedex 02

If the cancellation request intervenes:

- before the dissemination of the VIE mission offer among target candidates, Business France will not charge the Client of the price;
- after the above-mentioned dissemination, but before the realization of CV screening, Business France will only retain 50% of the price of the service;
- after the CV screening step, the Client shall pay the service price in its entirety.

283. Business France can refuse the realization of the service in the case of it would be manifest that the search for candidate for a V.I.E mission exceeds the simple CV screening or pre-qualification and/or comprises criteria which are reasonably not possible to satisfy.

284. In any event, the checking of the diplomas and experience which are reproduced on the C.V of the preselected candidates is not included in the service “Assistance for VIE Recruitment”. Business France’ liability cannot be search in the event of refusal and/or withdrawal from the introduced candidates, nor of the bound difficulties of assignment, in particular, with the final eligibility of the candidate who depends on his/her police records and/or the conditions fixed by the authorities of immigration of the host country, or of the changes of the aforesaid conditions.

285. The Client authorizes Business France to transmit information concerning the offer of VIE mission to all his providers and partners at the exclusive end of the search for candidates.

286. The Client recognizes being the only one with the authority to decide of the final choice of the candidate selected for the realization of its VIE’ mission. Business France could not be liable of this choice, at any stage of the mission consecutive to VIE recruitment assistance.

## **51.2 - VIE hosting and coaching**

287. Business France offers to French Companies approved to the French International Internship Program (VIE), professional hosting and coaching of their VIE services in Business France’ offices located abroad subject to availability and feasibility of the service. A French company approved to the Program using the said services/having recourse to the said services is hereinafter referred to as the “Company”.

288. During its assignment, in accordance with article L122-11 of the National service Code, the VIE is subject to the internal rules of the company to which (s)he is assigned, (s)he is thus subject to Business France office regulations, including any other instructions which might be given to them, including health and safety rules. The Breach of these rules by the VIE may lead to an early termination of their assignment pursuant to L122-8 of the French national Service Code.

289. Coaching involves support and monitoring of the assignment on intercultural, organizational and methodological plans. It does not cover in any way the operational dimension: contacts, technical, commercial etc... The Company takes sole, entire and exclusive responsibility of the strategy, the tasks entrusted to the VIE and the results arising therefrom. Business France, its offices and the designated coach do not supersede in any way the management of the Company.

290. The Company also undertakes to comply with all applicable regulations in the country of assignment in the context of its activity and indemnify Business France for any consequences arising from non-compliance.

291. The Company shall bear any sums Business France would have to pay, arising from the performance of the services, notably by tax and social authorities.

292. The VIE benefits from its status a welfare protection including, on the one hand similar social benefits of the general system of health, maternity, disability insurance, and on the other hand, an additional coverage including repatriation insurance and benefits of work accidents and occupational disease, and on the other hand an additional coverage including repatriation and liability insurance.

293. The risks not covered by the insurance subscribed by Business France for the VIE, and borne by the Company will be covered by specific insurance contracts concluded by the latter (ex: in case of service vehicle)

294. Each Business France office is hedged against proper risks linked to its Business France.





295. The duration of the hosting and coaching services is fixed by Business France and the Company in the quote according to, notably, the duration of the VIE assignment concerned. The duration cannot, in any case, exceed 24 months in accordance with article L122-3 of the National service Code.

296. The renewal and termination conditions of the hosting are determined as follows:

- the Hosting will be renewed once, in case of extension of the VIE assignment concerned within the term set out above.
- the hosting will automatically terminate at the end of the VIE assignment concerned, should be anticipatory or not.

297. The VIE assignment may end before the term in accordance with article L122-8 of the National service Code, and 26 of the Decree n° 1159-2000 on the 30<sup>th</sup> of November 2000 pris pour application des dispositions du Code du service national relatives aux volontariats civils. The decision of termination is made by Business France, as administrator of the VIE Program, in application of article 1 of the Decree n° 2014-1571 of the 22<sup>nd</sup> of December 2014 relatif à l'agence Business France and 31<sup>st</sup> of the Decree n°2000-1159 aforementioned.

### **53- VISIBILITY SERVICES IN CIVIWEB.COM**

298. Business France can make available to clients who wish to recruit VIE Internet spaces in the website [www.civiweb.com](http://www.civiweb.com).

299. The proposed services include all or part of the following services: recruiting video, company presentation, dedicated newsletter, banner and mobile application.

300. Except any specific rule, the contract is in force for twelve (12) months from the dissemination on the website of the first of the subscribed services.

301. Business France grants the clients of the entire copyrights on the recruiting video and the newsletter.

### **54- HOSTING OF PAGES OR WEBSITES**

302. Business France may offer its clients to create their own promotional space where they can promote their activity or participation in sector-specific events (hereafter "showcase") on a dedicated Internet portal, accessible at [www.youbuyfrance.com](http://www.youbuyfrance.com) (hereafter "the portal").

303. The portal is the exclusive property of Business France, except for the content of the showcases, which are owned by the clients.

304. Business France freely determines the template of the whole portal, including of the showcases of the clients. In particular, Business France decides the graphics and location of the advertising spaces on the portal or the storage capacity of each showcase. The configuration of the portal may be corrected or changed from time to time by Business France, at its discretion.

305. The registration to create a showcase on the portal does not transfer any of the intellectual property rights of Business France to the clients.

306. The clients freely establish the content of their showcases.

307. The clients agree that the content of their showcases will be posted within the framework of the SEO policy implemented on the portal for the promotion of the activity of the clients or their participation in sector-specific events.

308. The clients represent that they own all the rights, in particular the intellectual property rights, required for the creation and development of their showcases, including in the texts, photographs or designs used. As a result, the clients undertake that the intellectual property rights do not infringe third parties' rights and have not been subject to any action for infringement or otherwise. The clients shall indemnify and hold Business France harmless from and against any action, complaint, claim or opposition brought by a person alleging that an intellectual property right has been infringed or that unfair competition and/or free-riding has been committed as a result of the content of the showcases.





309. Business France, as a hosting provider, assume no liability whatsoever for the content of the information supplied by the clients.

310. The client can be authorized by Business France to create in its own promotional space showcases of other companies. In this case, the client is liable for the content of the showcases hosted in its promotional space. He/she has to obtain the prior agreement of the third parties hosted. He/she undertakes to inform the third parties about the terms of use of [www.youbuyfrance.com](http://www.youbuyfrance.com) and <http://export.businessfrance.fr> and the present general terms and conditions of sale and shall ensure that the third parties would respect them.

311. Consequently, the clients assume alone the liability arising out of or in connection with the inaccuracy, untruthfulness, incompleteness or illegal nature of the content posted on the portal, for any reason whatsoever.

312. If a third party notifies that the hosted content is illegal, Business France, as a hosting provider, will suppress the whole showcase with a litigious content.

313. Business France shall in no event be held liable for the direct or indirect damage, including but not limited to loss of business, customers, orders, any business trouble whatever, loss of profits, damage to brand image, that may be suffered by the clients as a result of the modalities applicable to the posting of their showcases.

314. Business France shall not be liable for difficulties in the access to the portal or the showcases.

315. In any event, Business France gives no warranty as to:

- the maintenance of the performances in the access to the portal;
- the maintenance of the portal;
- the permanence of the portal template;
- the visibility, SEO, positioning or availability of the showcases;
- the compatibility of its portal with the hardware, software and software package of the clients;
- the security breach, traffic diversion to the detriment of the portal.

316. Business France may at any time offer new portals or suspend, suppress and/or limit the access to the existing portals after reasonable prior notice. The client may not claim to have suffered any damage as a result.

## **55- DIRECT MARKETING**

317. The direct marketing services realized by Business France include, without limitation, the drafting and translation of press releases, promotional materials...

318. In no event shall Business France be held liable for the content of the information received from the client to realize these services, for which the client remains fully liable.

319. The final document drafted or translated by Business France is transmitted to the client and shall be subject to a "passed for press" certifying its validation.

320. Concerning direct marketing services, the Client grants Business France, on a purely free basis, the authorization to use images relating to him and transmitted to Business France (photographs and all supports). This free authorization is given for, at least, one year and includes the right of reproduction, representation and adaptation of the images and supports concerned and is limited to the object of the service.

The authorization is also given for the limited territory set up in the purchase order, plus France, for all of the images and supports concerned, entirely or for some of their elements, for any process known or unknown, with or without legend, on paper or any other support, numerical or analogical, in all forms and formats, in all languages, for any kind of dissemination selected by Business France including the Internet (blog, social networks etc.).

321. The Client guarantees Business France against any complaint from the author(s) of the images or contents of the supports provided by him. Consequently, he commits himself to take responsibility for any compensation request which would be addressed to Business France in this field.



322. The Client recognizes to be informed of Business France current dissemination practices within the service which he orders (including the Internet via some blogs and social networks), and states to accept the risks attached thereto.

#### **56- SPONSORING**

323. In the context of sponsoring, Business France grants to a sponsor a visibility in an event or in an information product in return for the payment of a financial support or a contribution in kind.

324. The sponsoring, as an advertising service, is subject to VAT.

325. In the case of a contribution in kind, the sponsor has to sign an exchanges of services agreement with Business France.

326. In the case of a financial support, the sponsor will sign a purchase order.

327. Articles 318, 320 to 322 above mentioned apply to the sponsoring service.

