

ANNUAL FEES

EIB DE LA JONCHERE

YEAR 2024/25

			1 st term	2 nd term	3 rd term	Per year
NEW STUDENTS ONLY	Application fee ¹		€ 300			
	Registration fee ¹		€ 1,500			
	School development fund		€ 1,500			
ANNUAL SCHOOL FEES*	Tuition Preschool & Primary ² (except immersion classes)		€ 4,265	€ 4,265	€ 4,265	€ 12,795
	Language Support DIL ³		€ 5,220	€ 5,220	€ 5,220	€ 15,660
	Tuition Collège ²		€ 5,220	€ 5,220	€ 5,220	€ 15,660
	Canteen 5 days (optional)		€ 939	€ 939	€ 939	€ 2,817
	Canteen 4 days (optional)		€ 752	€ 752	€ 752	€ 2,256
	Lunchbox 4 days ⁴		€ 431	€ 431	€ 431	€ 1,293
	Insurance		€ 15			
	Medical file		€ 16			
	School development fund (other than new students)		€ 250			
	Uniform ⁵	Overall	€ 44			
		Sweater / Cardigan	€ 54			
ADDITIONAL FEES	Door-to-door shuttle – 10km (optional)		€ 7,250			
	Door-to-door shuttle – 10/14km (optional)		€ 7,900			
	Door-to-door shuttle – ≥15km (optional - subject to prior request)		€ 8,700			

¹ The application fee is used to process the pupil's admission application. If the pupil is accepted, registration fees are charged. These fees are used to place the pupil on the class list, or on the waiting list if necessary, pending the final decision of the head teacher and receipt of all the documents required for the pupil's acceptance.

Application and registration fees are non-refundable.

² A 25% reduction will be applied to the fees for a third and subsequent child

³ LIP: Language Integration Programme.

⁴ Lunchbox: Supervision during lunchtime and use of catering equipment

⁵ Uniforms are mandatory from Nursery to Year 10.

*A school trip is organised every year, the cost of which is paid for by the families.

EIB de La Jonchère Terms of Payment

Academic year 2024/2025

This note is aimed to specify the Terms of Payment of the tuition of your child at EIB de La Jonchère

Student name:

Student first name:

Grade for 24-25:

PREAMBLE

These Terms of Payment apply to: EIB LA JONCHERE, located at Chemin du Mur du Parc in Bougival (78380), run by the company EIB CAMPUS, SNI, with a capital of 100 000 Euros, registered at the RCS of Paris under the number 821 896 644, located at 76 rue Saint-Lazare, 75009 PARIS – 01.61.30.30.19, hereafter called "EIB" or "School".

Any enrolment or re-enrolment is subject to the approval of these Terms of Payment, which constitute the EIB's General Conditions of Service (hereafter GCS) and which the Family (hereafter "Family") declares that they accept expressly and unreservedly.

Any enrolment or re-enrolment therefore entails adherence to these Terms of Payment.

In compliance with the current Terms of Payment, these GCS are systematically shared to every Family before enrolment or re-enrolment and, at the latest, concomitantly with the latter. They shall remain applicable until the date when the student has left EIB.

The School reserves the right to adjust or modify these terms of payment at any time if mandatory standards are applicable. The School may also revise its fees upwards, whether for enrolment or for any service or product, from one academic year to the next, particularly in the event of an increase in cost prices, energy costs or any other costs incurred by the School. The information contained in our presentation documents, as well as information, advice and opinions given by our teachers or representatives are therefore of an indicative value.

Information on the actual or expected abilities of the student must be made honestly and truthfully. The legal representative must inform the School immediately of any change that may occur during the school year as soon as they become aware of them. If the legal representative has provided false information or has failed to provide certain information, the contract will simply be cancelled in accordance with the law and binding contract between the parties, upon written notice from the School of its intention to cancel this contract, once the Family has been notified by recorded delivery letter with acknowledgement of receipt, to be sent in digital or paper form.

I. SERVICES PROVIDED

The above-mentioned EIB de La Jonchère is a secular private school.

It offers the services mentioned here below:

- Education of the student, according to their age and level
- Catering, childcare and after-school tuition, if applicable
- All teaching offers including support, follow-up and individual learning support
- Distance learning
- All other learning activities, training or services offered by EIB inside or outside the School
- Language Integration Program: Français Langue Etrangère or English as an Additional Language lessons for students who are not native French or English

2. ENROLMENT

2.1 Terms and conditions of admission

Unless in the event of re-enrolment, an agreement of the services offered by the School will take place only after communication of our fees and express acceptance of these in writing by the Family upon enrolment.

The enrolment of a new student is confirmed by two cumulative conditions, namely the sending of the enrolment form to the Family on one hand and, on the other, payment made by the Family for:

- Application fees
- Registration fees
- Tuition fees for the first quarter (payment on account to be deducted from the invoice sent in September)
- The case recording form from a third party (company, embassy, etc.) if the parents/guardians are not responsible for paying the student's school fees

Enrolment implies that the Terms of Payment applicable at EIB have been strictly approved by the Family and school fees of the present school year sent to the Family before enrolment have also been strictly approved by the Family.

The student shall be enrolled at least for one school year. The School reserves the right to refuse one or several enrolments if a legitimate reason exists.

For new pupils, a back-to-school pack and textbooks will also be invoiced during the year (price to be determined each year).

Annual school fees shall be prorated for students entering the School when the academic year 2024/2025 has already started. However, Full month will be charged no matter when the student has joined the School. For students leaving the School during the school year, all quarters (terms) started shall be fully paid.

2.2 Payment clauses in case of cancellation

If the Family wishes to cancel the enrolment of a student after their admission, the Family must inform the School as soon as possible with a recorded delivery letter to be sent to the following address: EIB Paris – Services Administratifs et Comptables, 76-78 Rue Saint Lazare – 75009 Paris.

Consequences in case of cancellation:

- Application and registration fees shall not be refunded;
- Reimbursement of down-payment of the tuition fees is possible if the School has been informed of the cancellation by **recorded delivery letter 15 calendar days after the admission date of the student (date indicated on the admission document).**

If the cancellation of the admission has occurred after 15 calendar days from the admission date of the student, payment shall not be refunded.

2.3 Transfer fees between EIB schools

Transfer fee to EIB Monceau or EIB Lamartine primary school: 800 euros

The transfer fee between the school and the EIB Monceau or EIB Lamartine primary school will be 800 euros and will include the compulsory entrance test and the compulsory interview with a member of the EIB Monceau or EIB Lamartine school management team. This fee will be invoiced in February at the time of re-enrolment.

Transfer fee to Collège Monceau: 800 euros

The transfer fee between the school's CM2 class and the collège EIB Monceau or between the collège and the collège EIB Monceau (for entry in 5ème, 4ème or 3ème) will be 800 euros and will include the compulsory entrance test as well as the compulsory interview with a member of the Collège Monceau management team. This fee will be invoiced in February at the time of re-enrolment.

Transfer fee to Lycée EIB Etoile: 800 euros

The transfer fee from the 3ème class at collège EIB La Jonchère to the Lycée Etoile will be 800 euros and will include the compulsory entrance test and the compulsory interview with a member of the Lycée Etoile management team. This fee will be invoiced in February at the time of re-enrolment.

3. RE-ENROLMENT

3.1 Re-enrolment from 2024-2025

Re-enrollment for the following year is automatic unless the Family has informed the School of the enrollment termination by recorded delivery letter **by the 31st of January of the current school year at the latest.**

The re-enrolment fees of 1500 euros (down payment to be deducted from the invoice for the first term of school fees for the 24/25 school year.), unless terminated in the forms stated above shall be invoiced to the Family during the second quarter of the current year.

A file containing the present Terms of Payment and the School fees will be sent to the Family at least one month before the above-mentioned deadline. Failure to terminate the contract before this deadline shall imply the approval of these Terms of Payment by the Family and approval of the school fees sent by EIB. The final decision will be made by the Head of School at the end of the year.

If the above-mentioned deposit is not paid by the due date, and/or if your balance is in arrears, the School reserves the right not to confirm the re-enrolment and to terminate the schooling contract at the end of the current school year, so that your child's place will no longer be guaranteed.

Specific cases of cancellation of re-enrolment from 2024-2025

In the particular cases mentioned hereinafter, re-enrolment fees reimbursement will only be possible after January 31st if the Family has not terminated the schooling contract before this date under the conditions stipulated in article 3.1 above:

- Course chosen by the School for the student which is not available within an EIB school.
- The Family does not approve the decision of the School taken in June for their son/daughter to repeat the year. To get re-enrolment fees reimbursed, the Family must notify the School of their disapproval and cancellation of re-enrolment by recorded delivery letter, with acknowledgement of receipt before 29th June, to the following address: *EIB Services administratifs et comptables* (76/78, rue Saint-Lazare – 75009 Paris).
- In case of a transfer for work of one of the parents, outside Ile-de-France, before 30th of April of the current year. You must notify our services of your request for cancellation accompanied by a certificate from your future employer attesting to the transfer, by registered letter with acknowledgement of receipt.

3.2 Repeating a Grade

If a student has to repeat a year, the Family acknowledges they shall be invoiced on the basis of the rates applied by EIB for the relevant school year.

EIB does not provide specific rates for students who are repeating a year.

If a student and their parents have approved grade repetition suggested by EIB after the cancellation deadline stated in the above article 3.4, the Family shall be invoiced according to the basis of the school fees and re-enrolment that were sent to the Family by the School one month before the above-mentioned deadline and shall not be able to contest this payment.

If the Family does not approve the decision of the School taken in June for their son/daughter to repeat the year, then to get re-enrolment fees reimbursed, the Family must notify the School of their disapproval and cancellation of re-enrolment by recorded delivery letter, with acknowledgement of receipt before 29th June 2024, to the following address: *EIB Services administratifs et comptables* (76/78, rue Saint-Lazare – 75009 Paris).

The refusal of grade repetition must be notified by 29th June of the current school year. This time limit is stipulated under penalty of foreclosure of contract, that is to say that its non-compliance will automatically render inadmissible any request for late refusal with the contractual and legal consequences related thereto, in particular in terms of invoicing as foreseen.

3.3 Guidance

All educational guidance suggested by the School and accepted by the Family before the cancellation deadline stipulated in article 3.1 above will be invoiced on the basis of the School and re-enrolment fees forecast in the rates communicated to the Family by the School one month before the above-mentioned deadline without the Family being able to dispute this.

In the event of a refusal of the Family to follow the guidance suggested by the School after the above-mentioned deadline, the contract will be legally terminated and the Family shall be refunded the School and re-enrolment fees if these have already been paid.

In the same way, if a switch to a curriculum that is not taught at EIB Paris has been decided by the School after the above-mentioned deadline, the contract will be legally terminated and the Family shall be refunded the School and re-enrolment fees if these have already been paid.

4. ANNUAL SCHOOL FEES - TUITION - OPTIONAL FEES

4.1 Mandatory Tuition and Fees

School fees consist of file examination fees for new admissions, registration fees and the annual tuition fees.

Payment of the first term's fees guarantees the pupil's place at the time of enrolment or re-enrolment.

The services offered by EIB are provided with the fees applicable on the day of enrolment or re-enrolment in accordance with the price list sent to the Family before enrolment or re-enrolment.

The other compulsory fees are the school development fund, the medical record and the school insurance (if the Family has not provided a certificate from its insurer at the latest on the 1st day of school).

For families with 3 or more children enrolled, a 25% discount applies on the registration fee and the tuition fees from the third child (not on the first two).

Rates at EIB are net since it is understood that the services provided by the School are not subjected to VAT.

4.2 Catering and Other Optional Fees

Catering fees are invoiced in addition to the school fees mentioned above at the rates indicated on the price list communicated by EIB to the Family before enrolment or re-enrolment. Out-of-school activities, internships, tailored support shall also be invoiced. Regarding catering costs, namely lunches in the cafeteria four times a week, they are subject to a separate fee and are not included in the tuition fees. However, the canteen is compulsory until the end of the school year. These catering costs will therefore be invoiced, until the end of the school year in accordance with the procedures provided for in section 5.1 for compulsory school fees. The Family expressly acknowledges and accepts that the catering costs are not refundable, if the student is absent at the canteen, for whatever reason, and even if a medical certificate is provided by the Family.

4.3 Transportation

The School offers a service, paid and charged in addition to the compulsory tuition fees, of transport by shuttle bus between the student's home or pick-up location and the School and vice versa, with regard to the return journey.

This shuttle service is offered to families at the rates specified in the School's terms of payment, above and within the limit of a maximum journey time of 1h15 between the student's home and the school. All students whose domicile requires a journey exceeding this maximum duration may be refused the subscription of this option of transport service or, if necessary and if possible, a special rate may be offered by the School according to the location of the Family.

It is expressly acknowledged that the School is in charge of transport for students and families, only for:

- the "one way" journey, from the child's pick-up spot, within the transport vehicle to the child's arrival at the school's premises;
- the "return" journey, from the child's pick-up spot, in the transport vehicle to the child's drop-off in front of their home and/or the previously defined pick-up location between the Family and the School.

Under no circumstances may the School be held responsible for any material and/or physical damages, directly or indirectly caused to the student outside the periods of transport, defined above, and in particular, for example, if the damage occurs between the time the child is taken out of the vehicle and the time the child enters their home, or if the child is taken out of the building after being dropped off by the shuttle.

In addition, the School may in no circumstances be held responsible in case of material and/or physical damage caused to the child during transportation, if it's origin is the latter's wrongful behaviour (e.g.: physical assault of another student, non-compliance with the code of conduct set out below).

As such, the parents expressly undertake to ensure that their child(ren) complies with the code of conduct during transport, which includes the following rules: remain seated, do not unnecessarily disturb the driver and/or other students, do not degrade the vehicle and/or equipment in the vehicle, wear a seat belt during the entire trip, wear a mask, if required by law and/or regulation, and report any problems to the driver to allow safe transportation.

The Family acknowledges that any violation by the student of any of these rules may result in a penalty against the student up to the exclusion of the transport service.

The School may also be required, in such a case, to involve the civil liability insurance taken out by the Family for their child(ren), in particular but not exclusively, in the event of damage caused by their child(ren) on any part of the vehicle and/or its component materials and/or any damage caused voluntarily or unintentionally by their child(ren) against one or more other students during transport.

Finally, before transport service starts operating, the Family shall write a note to inform the School if their child(ren) suffers from any health conditions that may have consequences during transport and more particularly require the help of an adult and therefore of the driver (example: allergy, illness requiring care).

5. INVOICING – METHODS OF PAYMENT

5.1 Invoicing

Invoicing is set up by the School following an annual scheme of payment.

The student is enrolled at EIB for the entire school year. School fees are invoiced to the Family at a rate of:

- One annual invoice for the school fees be paid by termly payment
- One invoice per term for the optional fees
- One annual invoice for the extracurricular activities
- One annual invoice for the transport fees to be paid by termly payment

For students joining EIB during the school year, annual school fees shall be invoiced as from the month the student joins the School, for which payment in full is due.

5.2 Catering

The annual fees for the canteen or Lunch Supervision shall be invoiced each school term.

It is possible to register a pupil for the canteen or Lunch Supervision, or for any other option during the year at the beginning of the term, fees will then be calculated on a pro rata basis.

N.B. Fees for the canteen or the Lunch Supervision option are for the entire school year. However, if the Family wishes to change this subscription for specific reasons, the Family can send a letter or an email to: Services administratifs et comptables de l'EIB (76/78, rue Saint-Lazare – 75009 Paris and to the administration assistant at the school) before the end of each period (before 20 November and 20 February). Every change of subscription shall be subjected to the previous approval of the Administration : administration@eibparis.fr

NB: Term Dates

First term:
1st September – 30th November

2nd term:
1st December – 28th February

3rd term:
1st March – 3rd July

5.3 Methods of Payment

The invoices of the School are payable, on receipt by the Family according to the following means of payment:

- By SEPA automatic withdrawal, from the start of the 2024-2025 school year, according to the choices:
 - • 1 instalment to be taken out: **the 1st week of October 2024**
 - • 3 quarterly instalments: **the 1st week of October 2024, January 2025 and March 2025**
 - Or 9 monthly payments: **from the first week of October 2024 to the first week of June 2025** (In this case, an extra 75 Euros will be added to the annual invoice).

In case of re-enrolment, if the Family has opted for a payment by SEPA direct debit, the deposit referred to in article 3.I of these GCS to be paid in order to confirm the re-enrolment will be automatically debited by the School at the time of re-enrolment.

SEPA withdrawals should preferably be made from a bank account in France. However, SEPA withdrawal have been possible from:

- One of the European Union Member States of the euro area (Austria, Belgium, Cyprus (Greek part), Estonia, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Malta, Netherlands, Portugal, Slovakia, Slovenia, Spain);
- The following European Union countries outside the euro area: Bulgaria, Croatia, Denmark, Hungary, Latvia, Lithuania, Poland, Czech Republic, Romania, Sweden,
- The EFTA countries (European Free Trade Association): Iceland, Liechtenstein, Norway, Switzerland,
- Principalities of Monaco, San Marino, and the United Kingdom

For transfers or levies from foreign banks, additional costs will be borne by the client.

In case of the rejection of a direct withdrawal, the fees invoiced by our bank are added to the amount of the invoice which will then have to be paid by cheque. In the event of the rejection of two consecutive levies, the levies are suspended and the remaining tuition fee payable is due immediately.

- By bank transfer or debit card (American Express not accepted), depending on your choice:
 - 1 one-time transfer made the **1st week of October 2024**
 - 3 transfers made according to the following schedule: **the 1st week of October 2024, January 2025 and March 2025.**

NB: Term Dates

First term:
1st September – 30th November

2nd term:
1st December – 28th February

3rd term:
1st March – 3rd July

Please note that we do not accept cash payments.

5.4 Non-Payment of School Fees – Penalties and Interest for late Payment

If the school fees have not been paid on the agreed dates, the late payment shall lead to a late payment penalty with a two point increase from the legal interest rate and 10% of the unpaid invoice will be automatically deducted by the School with no formal notice.

In the event of non-payment on the agreed dates and after a formal demand sent under the Terms and conditions stated in article 6 of these GCS, the School reserves its right to no longer accept the student at school and to legally terminate the schooling contract.

In case of late payment, recovery fees will apply as follows:

- First reminder : Free
- Second reminder : Free
- Third reminder (formal notice) : 25 euros
- Notice by bailiff : 450 euros
- Failed direct debit or bounced check : 100 euros

In addition, the non-payment of an EIB invoice when it is due, shall lead to a demand for immediate payment of all the amounts owed to EIB by the Family, without prejudice to any further action EIB would be entitled to take against the Family.

5.5 Early departure of the student

If the student has to leave the School during the course of the school year, the parents must inform the General Management Department by recorded delivery letter, as early as possible before the date of departure. All tuition fees related to the complete current school term shall be invoiced. Optional fees shall be prorated.

6. RESOLUTION FOR TERMINATION OF CONTRACT

If the Family or the student:

- Fails to fulfil their obligation to pay as described in article 5 of these Terms of Payment
- Makes a false statement during the enrolment process
- Fails to comply with the school's discipline rules
- If the performance and the commitment of the student are not satisfactory
- Seriously undermines safety and the good running of the School
- Seriously fails to meet one of the requirements set out in these Terms of Payment,

The present schooling contract will be legally terminated if the Family has not acknowledged EIB's written formal notice to the Family by recorded delivery letter, in electronic or paper format, after more than 8 days after reception proof postmark of the first presentation of the recorded delivery.

7. INTELLECTUAL PROPERTY

EIB remains the owner of all the rights of intellectual property regarding its teaching methods, studies, documents, books, designs, lessons, etc. carried out (even if these materials were created following a request of the Family) or used by its teachers to provide services to the Family. The Family shall not copy or use the aforesaid teaching methods, studies, documents, books, designs, lessons, etc. without prior written request for approval of EIB that may also require a financial compensation.

8. RESPONSIBILITY

Students remain under the responsibility and supervision of EIB when these services are being provided (i.e. face-to-face teaching, catering...), and in accordance with the applicable law. In addition to notwithstanding the aforesaid statements, each Family shall subscribe to a school insurance policy to cover risk of injury to a third party caused by the student, or risk of injury suffered by the student. It is expressly agreed that EIB is no longer responsible for the student when these services have been completed (end of school day following the timetable of each student). EIB shall no longer be responsible for risk of injury caused by a student or risk of injury suffered by a student once these services have been provided. Families are financially responsible in case of damage caused by their children on the School premises and facilities.

9. INFORMATION AND FREEDOM – PERSONAL DATA

In accordance with the consolidated law no 78-17 dated January 6th 1978 and the European Rules applied for the protection of individuals regarding the use of personal data and free circulation of these data 2016/279 dated 27th April 2016 ("GDPR"), it is reminded that the nominative and personal data requested from the Family or the student are necessary for the School to organise the education of its students. EIB treats the personal data of Families and students in the strictest confidentiality. At enrollment, only information necessary to efficiently organise education of its students and ensure diligent follow-up for each file. The collected personal data of the Family and student are essentially aimed for the internal use of EIB and good management of the School. The collection and processing of personal data aimed at the aforesaid statements are used for the legitimate interest of EIB and enable to execute the educational contract with no consent requirement of the Family or the student in question.

In any case, the Family expressly approves and consents to the collection of personal data of themselves or the student of whom they are the guardian regarding the aforesaid purposes.

The collected personal data from the Family at enrollment and during the educational contract shall also be used to send to the Family offers or services from other educational establishments operating under the trade name of EIB or any other educational establishments from the Globeducate group.

The Family expressly acknowledges and consents to the collection and processing of their personal data for commercial purposes, which means that only the parents' or guardian's personal data can be used for these purposes and that the student's personal data shall not be used or treated for these purposes.

Collected personal data can be recorded by EIB on a secure server. It shall be kept by EIB when executing the contract and, after the end of the contract, for a maximum period of one year. EIB commits to the collection and processing of information and personal data in accordance with law no 78-17 dated January 6th and the European Rules for the protection of people regarding the use of personal data and free circulation of these data 2016/279 dated 27th April 2016 ("GDPR"). With regards to this, EIB states that necessary measures have been carried out to ensure protection and safety of the information of personal data in terms of data collection and processing.

EIB informs the Family they have a right to access, modify, correct, transfer, remove, delete, contest information and personal data about them or the student to whom they are the guardians and that they have a right to contest collection and processing of these data.

To put these rights into practice, the Family can write to the representative for the protection of personal data at EIB at the following email address: rgpd.france@globeducate.fr

The School has a CCTV system for the safety of students, Families, teachers and belongings. Footage is kept for one month and may be viewed, in the event of an incident, by authorised staff or by the police. The Family may access their data as well as footage of themselves and request to have them deleted. They also have a right to contest or limit the processing of their data and footages.

To put these rights into practice or for any other question on data or footage processing, the Family may contact the representative for the protection of personal data at EIB at the above-mentioned email address.

Finally, the School is part of a group of private schools located in France and operating under the Globeducate banner (hereinafter referred to as the "Group"). In order to promote and make known the various establishments of the Group and their respective activities, but especially in the event that the School is complete or in the event of the Families' relocation, in order to be able to direct the Families to other establishments of the Group, The School shall, together with these other schools, share records and personal data collected. The School, together with the Group establishments with which it shares this data, assumes responsibility for the processing for the above-mentioned purposes.

To this effect and in accordance with Article 26 of the GDPR, the School and the Group's institutions have established, among themselves, an intra-group data-sharing agreement, which sets out in a transparent manner their respective obligations in order to ensure compliance with the requirements of the GDPR, in particular with regard to the exercise of the rights of the data subject and their respective obligations with regard to the disclosure of the information referred to in Articles 13 and 14 of the GDPR. This agreement – also available on our website ("Privacy policy") – shall include the identity and contact details of the establishments concerned by this sharing. This agreement is transmitted, concomitantly to these GCS, to the Families when they apply for registration. The Families expressly acknowledge that they have read this agreement and agree that their personal data will be shared between the Group's establishments for the purposes referred to above and defined in the aforementioned data-sharing agreement. The Family is informed that it has the right to revoke this consent at any time.

10. DISPUTES

In accordance with article LIII-I of the Consumer Code, the Family is informed that they can contact a Consumer Mediator or a dispute resolution service in the event of a dispute. In accordance with provisions in article R. 616-I of the Consumer Code, the Family can contact the Consumer Mediator at the details here below to come to an amicable settlement:

Médiation-net consommation

34, Rue des Epinettes - 75017 PARIS

Email: <http://www.mediation-net-consommation.com/>

If an amicable settlement fails, all disputes potentially arising from this contract regarding its validity, interpretation, execution, termination, consequences and repercussions shall be addressed to the relevant court in accordance with the common law system.

II. LANGUAGE IN THE CONTRACT – APPLICABLE LAW

As an express agreement between both parties, these GCS are only governed by the French law. They are written in French. If these GCS have been translated into one or several languages, the French text shall be the only text applicable in the event of a dispute. When GCS are agreed between parties of different nationalities or executed totally or partially abroad, the law applicable to them remains the French law.

12. MISCELLANEOUS

If one of the parties has not requested strict application of these GCS or one of their provisions, this shall not be deemed a waiver to subsequently exercise one of the GCS terms. If one or several statements in these GCS were to be declared null and void due to statutory or regulatory change, all the other statements would remain enforceable and valid, and the Parties shall provide as soon as possible similar statements that would also reflect their common intention.