
Training Terms of Sale

Training courses delivered by Penthertz SAS, registered training organisation

Version: 2 **Date:** 14 October 2026 **Author:** Penthertz SAS **Status:** English version of the Conditions Générales de Vente des formations, version 2 of 14/10/2026. In case of discrepancy, the French version prevails.

These terms of sale apply to all training courses delivered by Penthertz, on site or in a virtual classroom. They do not apply to security assessment and consulting services, nor to the Penthertz Hackademy online courses, which are governed by their own terms. Any training order implies the client's full acceptance of these terms, which prevail over any other document of the client, unless specific conditions have been accepted in writing by Penthertz.

Invoicing and payment terms

The prices shown in our communication materials correspond to a standard service. Any change to a programme will be the subject of a specific quotation. Unless otherwise stated, the prices indicated in our quotations are valid for 30 days from the date of the quotation. If a price increase occurs during the validity period of a quotation, orders placed within that period benefit from the quoted price.

The invoice is sent to the client and/or to the funding body on the last day of the course. It may be addressed directly to a training fund management body, provided that a purchase order has been received from that body beforehand, or to any other funding institution. If the funding body does not pay, for whatever reason, the invoice becomes payable by the client.

Orders

Any training order must be confirmed in writing (purchase order, signed quotation or signed training agreement). It implies that the client accepts the course content and the prerequisites, which the client acknowledges having read.

Services

In-house courses are organised by the client. Unless expressly agreed, Penthertz is not required to set up rooms and software for on-site courses; if requested by the client, this work is invoiced at the daily training rate in force on the order date.

For remote courses, the client is responsible for providing the technical environment (Internet connection, computer equipment) required for its participants.

Training agreement and funding

Penthertz is registered as a training organisation with the prefecture of its region; this registration does not constitute State approval. Where the conditions set by the funding body are met, courses may be the subject

of a funding request to an OPCO or any other body managing training funds; such funding is decided by the funding body and does not affect the payability of the invoice.

Cancellation of a registration

Any cancellation must be confirmed in writing. For a cancellation:

- more than one month before the start of the course: 50 % of the course price is due;
- between one month and one week before the start of the course: 70 % of the course price is due;
- less than one week before the start of the course: 100 % of the course price is due;
- the amount due cannot be reimbursed or covered by an OPCO.

The client may instead postpone the course to a later date, in which case 100 % of the course price is due and new dates must be scheduled.

Absence of a participant

An interruption or absence attributable to the participant on a course that was ordered and not cancelled is invoiced in full, even if the OPCO refuses to cover the cost of the course.

Payment deadline

As training mainly consists of labour, invoices are payable on receipt and at the latest within thirty days, unless specific conditions have been accepted in writing in the quotation or the training agreement.

Late payment penalties

Any delay in payment entails, without further formality, the invoicing of the resulting financial costs on the basis of the French legal interest rate increased by 1.5 points, with a minimum flat fee of €50.00 excl. VAT. In accordance with articles L. 441-10 and D. 441-5 of the French Commercial Code, a flat-rate indemnity of €40 for recovery costs is also due in case of late payment between professionals.

Cancellation of a course by Penthertz

Penthertz reserves the right to cancel or postpone any course in the event of an insufficient number of participants, supply problems with course materials or technical problems, without compensation of any kind. The client is informed as soon as possible and any sums already paid for the cancelled course are refunded.

Intellectual property

The use of the documents provided during the course is subject to the provisions of the French Intellectual Property Code. Any reproduction that does not comply with the applicable legislation constitutes an infringement punishable under articles L. 335-2 et seq. of the French Intellectual Property Code. The client is liable for any unauthorised use of the software or course materials.

Satisfaction guarantee

If the course does not meet the participants' expectations, they simply need to tell the trainer before the end of the first morning of the course. They may then register for another course of their choice, subject to our schedule and at no extra cost. In this case the course is not refunded but postponed.

Complaints and mediation

Any complaint about a course may be sent by email to qualite@penthertz.com or by post to Penthertz SAS, 32 rue de Paris, 92100 Boulogne-Billancourt, France. Penthertz acknowledges receipt within five working days and gives a reasoned reply within fifteen working days.

In accordance with articles L. 611-1 et seq. of the French Consumer Code, if no agreement is reached after a written complaint to Penthertz, consumer clients may refer the dispute free of charge to the consumer mediator appointed by Penthertz: CM2C, Centre de la Médiation de la Consommation de Conciliateurs de justice, 49 rue de Ponthieu, 75008 Paris, France, www.cm2c.net. Between professionals, any dispute relating to these terms falls under the jurisdiction of the competent courts of Nanterre, France.

Personal data

Personal data collected in the context of training courses are processed in accordance with the Penthertz data protection policy, provided with the training agreement and available on penthertz.com.