

### TERMS AND CONDITIONS

The ECOLE DES VINS DE BOURGOGNE is a single member limited company headquartered at 6 rue du 16 eme Chasseurs – 21200 Beaune, France, with the company registration number (SIRET) 440 292 662 00028, and has the **Travel Agency Registration Number IM021120016**. Its finances are guaranteed by the Crédit Agricole bank. The ECOLE DES VINS DE BOURGOGNE subscribes to an insurance policy with AXA, #174 546 7804, to cover its civil and professional liabilities, with cover for personal, material, and intangible damages of 9,122,956 euros.

## SUBJECT AND SCOPE

These terms and conditions apply to all services sold by the ECOLE DES VINS DE BOURGOGNE. The term "Service" refers equally to training sessions, excursions, workshops, circuits, stays, or any tailored service offered for sale by the ECOLE DES VINS DE BOURGOGNE. The present document defines the rights and obligations of the ECOLE DES VINS DE BOURGOGNE on the one hand, at times referred to below as "the company", and the individual or legal entity, hereafter known as "the client".

It is stipulated that in the case of any contradiction between the present terms and conditions, and the contract concluded between the client and the ECOLE DES VINS DE BOURGOGNE, the terms of the contract will take primacy.

The ECOLE DES VINS DE BOURGOGNE reserves the right to alter the articles of the terms and conditions at any time. Any new version will come into effect the day after its publication, and will be applicable to any new proposal, or any amendment to a contract issued following the date of that publication.

# PREAMBLE: EXTRACT FROM THE CODE OF TOURISM

In accordance with article R 211-12 of France's Code of Tourism, the terms of articles R 211-3 to R 211-11 of the same code are reproduced below. They are applicable to organizations selling travel, trips, and tourist packages in the sense of articles L 211-1 and L 211-2 of the Code of Tourism.

### Article R211-3

Subject to the exceptions set out in the third and fourth paragraphs of article L. 211-7, any offer and any sale of travel services or packages requires the submission of the appropriate documents that meet the rules defined in this section.

In the case of the sale of tickets for air transport or transport on a regular line, not accompanied by services linked to this transport, the seller will provide the buyer with one or several tickets for passage for the whole of the journey, issued by the transporter or under its responsibility. In the case of transport on demand, the name and address of the transporter, in whose name the tickets have been issued, must be mentioned.

Separate billing of the various elements of the same tourist package does not absolve the seller of the obligations that apply to him or her under the regulatory measures set out in this section.

### Article R211-3-1

The exchange of pre-contractual information or the notification of any contractual conditions must be made in writing. This can be done by electronic means in accordance with the conditions of validity and uses set out in articles 1369-1 to 1369-11 of the Civil Code. The name or company name and address of the seller shall be mentioned, along with the seller's registration number in accordance with article L. 141-3 or, where appropriate, the name, address, and registration number of the federation or union mentioned in the second paragraph of article R. 211-2.

### Article R211-4

Prior to the conclusion of the contract, the seller must provide the consumer with information about the prices, dates, and any other elements that comprise the services supplied on the occasion of the journey or trip, such as:

- 1. The destination, the means, characteristics and categories of transport used;
- 2. The type of accommodation, its location, its standard of comfort and its main characteristics, its approval and tourist classification corresponding to the regulations or practices of the host country;
- 3. The restaurant services offered;
- 4. The description of the itinerary when it involves a circuit;
- 5. Administrative and health formalities to be completed by nationals or residents of another member state of the European Union or of a state that is part of the European Economic Area, particularly in the case of crossing borders, as well as the time required to complete said formalities;
- 6. Visits, excursions and other services included in the package, or potentially available at an additional cost;
- 7. The minimum and maximum size of the group that would enable the journey or trip to take place, as well as whether the journey or trip depends on a minimum number of participants; the deadline for informing the consumer in the case of cancellation of the journey or trip. This date cannot be set at less than twenty-one days prior to departure;



- 8. The amount or percentage of the price to be paid as a deposit on conclusion of the contract, as well as a timetable for payment of the remainder;
- 9. The method of revision of price as set out by the contract, in application of article R. 211-8;
- 10. The terms of cancellation of a contractual nature;
- 11. The terms of cancellation defined in articles R. 211-9, R. 211-10 and R. 211-11;
- 12. Information concerning the optional subscription to an insurance policy covering the consequences of certain cases of cancellation, or an assistance contract covering certain particular risks, notably costs of repatriation in the case of accident or illness;
- 13. When the contract includes air transport services, information for each part of the flight, as set out in articles R. 211-15 to R. 211-18.

### Article R211-5

The prior information given to the consumer represents a firm undertaking on the part of the seller, unless the seller has expressly reserved the right to change certain elements. The seller must, in that case, clearly indicate what effects this change may have and on which elements.

In any case, any changes made to prior information must be notified to the consumer before the conclusion of the contract.

# Article R211-6

The contract concluded between the seller and the buyer must be written, in duplicate, one copy of which will be retained by the buyer, and signed by both parties. When the contract is drawn up via the internet, articles 1369-1 to 1369-11 of the Civil Code apply. The contract must include the following clauses:

- 1. The name and address of the seller, his or her guarantor and insurer, as well as the name and address of the organizer;
- 2. The destination or destinations on the journey and, for a multi-stop trip, the various periods and their dates;
- 3. The means, characteristics, and categories of transports used, the dates and places of departure and return;
- 4. The type of accommodation, its location, its standard of comfort and its main characteristics, its approval and tourist classification corresponding to the regulations or practices of the host country;
- 5. The restaurant services offered;
- 6. The itinerary when it involves a circuit;
- 7. The visits, excursions or other services included in the total price of the journey or trip;
- 8. The total price of billed services, as well as notification of any possible revision of this billing under the terms of article R. 211-8;

- 9. Notification, if applicable, of any administrative fees or taxes relating to certain services such as landing taxes, disembarkation or embarkation taxes in ports and airports, or tourist taxes, when these are not included in the price of the services supplied;
- 10. The timetable and method of payment of the price; the final installment made by the buyer cannot be less than 30% of the price of the journey or trip, and must be paid when the documents allowing the journey or trip to be made are handed over:
- 11. Any special conditions requested by the buyer and agreed by the seller;
- 12. The ways the buyer can make a claim from the seller for the non-execution or poor execution of the contract. Such claims must be made as soon as possible, by any means allowing an acknowledgement of receipt from the seller, and, where necessary, notified in writing to the organizer of the journey and to the provider of the services concerned;
- 13. The deadline for informing the buyer in the case of cancellation of the journey or trip the seller when the fulfillment of the journey or trip is dependent on a minimum number of participants, in accordance with the terms of 7. of article R. 211-4;
- 14. The conditions of cancellation of a contractual nature;
- 15. The conditions of cancellation set out in articles R. 211-9, R. 211-10 and R. 211-11;
- 16. Details concerning the risks covered and the amount of cover under the insurance policy covering the consequences of the seller's civil professional liability;
- 17. Information concerning the insurance policy covering the consequences of certain cases of cancellation subscribed by the buyer (policy number and name of the insurer), as well as that concerning the assistance contract covering certain particular risks, notably the cost of repatriation in the case of accident or illness; in this case, the seller must provide the buyer with a document detailing at least the risks covered and those excluded:
- 18. The deadline for informing the seller in case of transfer of the contract by the buyer;
- 19. The undertaking to provide the buyer, at least 10 days before the date of planned departure, with the following information:
- a) The name, address and phone number of the seller's local representative or, failing this, the names, addresses and phone numbers of local organizations likely to help the consumer in case of difficulty, or, failing this, an emergency phone number to contact the seller;
- b) For foreign journeys and trips involving minors, a phone number and address allowing direct contact with the child or guardian in the place of their stay;



20. The clause of cancellation and reimbursement without penalty of the sums paid by the buyer in case of non-respect of the information obligation set out in 13. of article R. 211-4; 21. The undertaking to supply the buyer, at a reasonable time ahead of the start of the journey or trip, with the times of departure and arrival.

### Article R211-7

The buyer can transfer his or her contract to a transferee who accepts the same conditions to carry out the journey or trip, as long as the services in the contract have yet to be provided.

Unless a more favorable stipulation is made to the transferor, the latter is required to notify the seller of his or her decision by any means allowing an acknowledgement of receipt no later than seven days before the start of the journey. When it involves a cruise, this period is extended to 15 days. This transfer is, in no case, subject to the prior authorization of the seller.

### Article R211-8

When the contract includes the express possibility of a revision of the price, within the limits set out in article L. 211-12, this must mention the precise method of calculation, both for an increase and a reduction, of any price variations, and notably the amount of transport costs and related taxes, the currency or currencies which might have an impact on the price of the journey or trip, the part of the price to which the variation applies, and the exchange rate of the currency or currencies used as a reference when the price figuring in the contract was fixed.

# Article R211-9

When, before the buyer's departure, the seller is forced to make a change to one of the key elements to the contract, such as a significant price increase, and when he or she is unaware of the obligation of information mentioned in 13. of article R. 211-4, the buyer can, without prejudice to recourse for reparations for possible damages suffered, and after being notified by the seller by any means allowing an acknowledgement of receipt:

- either terminate the contract and obtain without penalty immediate reimbursement of the sums paid;
- or accept the change or the substitute journey proposed by the seller; an amendment to the contract detailing the changes made will then be signed by the parties; any reduction in price will come as a reduction on sums possibly still due by the buyer and, if the payment already made by the latter exceeds the price of the adjusted service, the overpayment must be reimbursed before the date of departure.

# Article R211-10

In the case set out in article L. 211-14, when, before the buyer's departure, the seller cancels the journey or trip, he or she

must inform the buyer by any means allowing an acknowledgement of receipt; the buyer, without prejudice to recourse for reparations for possible damages suffered, can obtain an immediate reimbursement from the seller of the sums paid and without penalty; in this case, the buyer receives compensation at least equal to the penalty that would have been borne if the cancellation had occurred at that date.

The terms of the present article may not in any case constitute an obstacle to the conclusion of a mutual agreement involving the acceptance by the buyer of a replacement journey or trip proposed by the seller.

### Article R211-11

When, after the buyer's departure, the seller is unable to supply a major part of the services as described in the contract, representing a not-negligible percentage of the price honored by the buyer, the seller must immediately take the following measures, without prejudice to recourse for reparations for possible damages suffered:

- either propose services to replace the expected services whilst bearing any additional cost, and if the services accepted by the buyer are of an inferior quality, the seller must reimburse the price difference upon the buyer's return;
- or, if no replacement service can be proposed, or if this is refused by the buyer for valid reasons, supply the buyer, at no additional cost, with transport tickets to ensure his or her return journey in conditions that could be considered equivalent to the place of departure or to another place agreed between the two parties.

The measures in the present article are applicable in the case of non-respect of the obligation set out in 13. of article R. 211-4.

# **GENERAL TERMS AND CONDITIONS**

These terms and conditions apply to all services sold by the ECOLE DES VINS DE BOURGOGNE

# 1. Acceptance of Terms and Conditions

- **1.1** The terms and conditions apply to all sales operations made by the ECOLE DES VINS DE BOURGOGNE. Depending on the service, specific conditions may also apply.
- **1.2** All clients of the ECOLE DES VINS DE BOURGOGNE acknowledge that they have the capacity to make a contract; in other words, that they are adults and are not under administrative supervision or guardianship.

The present conditions are an integral part of the sales contract.



- **1.3** All clients of the ECOLE DES VINS DE BOURGOGNE agree that they are fully aware of the present terms and conditions, as well as any specific terms of the proposal before completing their order. The purchase of any services supplied by the ECOLE DES VINS DE BOURGOGNE entails the client's acceptance of all the present general conditions, along with any specific conditions, and the acceptance without reserve of their full terms.
- **1.4** A reservation will only be considered as definitive once the client has received confirmation from the ECOLE DES VINS DE BOURGOGNE of the availability of the service, and upon receipt by the ECOLE DES VINS DE BOURGOGNE of the deposit detailed in the sales contract submitted to the client and due on signature.

### 2. Prices and Payment

- **2.1** All prices are in euros. They must be checked at the time of confirmation. Sales tax (TVA) is always included. In accordance with the rules on sales tax on travel agents' revenue, our invoices do not mention the sales tax collected on services sold.
- **2.2** The methods of payment for each service are stipulated in the sales contract submitted to, and accepted by, the client.
- 2.3 In accordance with article 19 of France's law of 13 July 1992, the ECOLE DES VINS DE BOURGOGNE reserves the right to alter prices either up or down to take into account any significant variations that occur between the date of confirmation/registration and the start of the service: a) Transport costs, especially those due to the cost of fuel; b) Administrative fees and taxes involving the services included in the stay or circuit. Such changes will only reflect any increased cost that the ECOLE DES VINS DE BOURGOGNE may have to bear. No change of price can occur within 30 days before departure. By way of application of this article, variations in the cost of transport will be added pro rata, according to their proportion in the calculation of the original price of the service reserved. In the case of an increase greater than 10% of the total price of the service including taxes, the client can cancel the order without charge, on condition of notifying such cancellation by registered letter acknowledgement of receipt to the ECOLE DES VINS DE BOURGOGNE as soon as possible. Failing this, cancellation charges as set out in article 3.1 will be charged to the client.

### **2.4** Methods of payment

The ECOLE DES VINS DE BOURGOGNE accepts payment by:

- Bank cards, but only those of the European Union (Carte Bleue, Visa, Eurocard/Mastercard).
- Checks and money orders issued by French establishments. Checks must be made out to the ECOLE DES VINS DE BOURGOGNE.
- ▶ Transfers: The cost of bank transfers must be paid by the client.
- Payment in cash is only accepted for payments in the head office of the ECOLE DES VINS DE BOURGOGNE.
- ▶ For reservations made less than 7 days before the start of the service, only payments by bank card and transfer are accepted.
- For a service that begins the same day as the reservation request, only bank cards are accepted.
- **2.5.** No discount is given for advanced payment.
- 3. Cancellation/modification at the client's initiative and transfer of the contract
- 3.1 Cancellation
- **3.1.1** The client is informed that insurance covering the consequences of certain cases of cancellation, or an assistance contract covering certain particular risks, notably the cost of repatriation in the case of accident or illness, remain optional, and are not included in the services offered by the ECOLE DES VINS. Clients can, if they wish, take out such a contract with their insurer.
- **3.1.2** The cost of cancellation, of which the method of calculation is detailed in the specific terms and conditions of each service below, are due once the reservation is definitive, as defined in article 1.4.

Any request for cancellation must be addressed to the ECOLE DES VINS DE BOURGOGNE by any means, but must be immediately confirmed by sending a recorded letter with acknowledgement of receipt.

- **3.1.3** Any service interrupted, cut short, or not used at the client's initiative gives rise to no reimbursement on the part of the ECOLE DES VINS DE BOURGOGNE.
- **3.1.4** In the case where the client is not present at the start of the service, the ECOLE DES VINS DE BOURGOGNE can only provide the other services if the client sends the ECOLE DES VINS DE BOURGOGNE, within 24 hours of the scheduled



start of the service, a written request to that effect to the ECOLE DES VINS DE BOURGOGNE. No reimbursement can be paid for services not used due to the client's absence at the initially scheduled start (hotel nights, meals, etc.). If a late arrival incurs any additional costs for the ECOLE DES VINS DE BOURGOGNE, such as organizing a new transfer, these costs will be at the client's expense. The ECOLE DES VINS DE BOURGOGNE will then do its utmost to provide the other services.

- **3.1.5** If the client fails to respect the schedule for payment set out in the sales contract, this will be considered by the ECOLE DES VINS DE BOURGOGNE as a cancellation due to the client's non-respect of the conditions detailed in article 3.1.2.
- **3.1.6** If the cancellation of one person on a stay results in the reservation of an individual room instead of a double room, the supplement must be paid before departure.

### **3.2** Transfer of the contract

In accordance with article R211-7 mentioned above, the client may transfer his or her contract to a third party, on condition that the ECOLE DES VINS DE BOURGOGNE is informed in writing no later than 7 days before the start of the service, clearly indicating the name and address of the transferee or transferees, and of the participant or participants on the stay or training session, providing that the latter accept the same conditions to participate in the service.

The transferor and the transferee will be jointly liable for the payment of any remaining unpaid part of the price, as well as any additional costs incurred by this transfer. In the case where such costs are superior to the sum already paid, the exact amount will be due to the ECOLE DES VINS DE BOURGOGNE, and the client will be invoiced with a detailed account of said costs.

# 4. Cancellation/modification at the initiative of the ECOLE DES VINS DE BOURGOGNE

Due to unforeseen factors that are always possible in the services, participants are forewarned that the service described to them is the rule, but they may observe and experience some exceptions.

### **4.1** Cancellation

**4.1.1** In the case that a service is substantially changed in terms of its content by the ECOLE DES VINS DE BOURGOGNE, the client can terminate his or

her reservation and obtain a full refund of all sums paid, to the exclusion of any other sum.

Nonetheless, the client can also have the possibility to subscribe to a new offer proposed by the ECOLE DES VINS DE BOURGOGNE. If the client decides to participate in the changed service, in doing so, he or she renounces all claim against the ECOLE DES VINS DE BOURGOGNE concerning the changes made to the initial service.

When a minimum number of participants is required, in particular for scheduled training sessions with individual registration, and this number is not reached, the ECOLE DES VINS DE BOURGOGNE will inform the client at least 21 days before the start date. The ECOLE DES VINS DE BOURGOGNE will then offer the client one or more replacement solutions at current prices, or a full reimbursement of any sums paid, but will not be liable for any compensation or supposed damages due to the client.

A service can be considered as guaranteed when it does not depend on a minimum number of participants.

- **4.1.2** The client can claim no compensation if the cancellation of the stay:
- is imposed by circumstances of *force majeure* or for any cause or circumstance beyond the control of the ECOLE DES VINS DE BOURGOGNE.
- occurs due to an insufficient number of participants 21 days before the start date and beyond.

# 5. Responsibilities

- **5.1.** The responsibility of each of the parties is limited to the undertakings made according to the terms of the contract; in consequence, the company cannot be held responsible notably in the case of damages incurred as a result of *force majeure*.
- **5.2.** Force majeure is taken to mean any occurrence outside the parties' control of an unpredictable and insurmountable nature which prevents the client, the travellers, the agency, or the service providers involved in the stay from executing all or part of the obligations set out in the contract. This covers notably strike action involving transport services, hotel personnel, air traffic controllers; insurrection, rioting; any sort of prohibition proclaimed by governmental or public authorities; weather, geographical, health and political conditions.
- **5.3.** The company cannot be held responsible in the case of the occurrence of the following:



- ▶ Theft, loss of monies and valuables belonging to clients or participants that may occur during the service that is the subject of the contract.
- Damages that clients or participants may cause to themselves or others in the case of fights or accidents, whether or not connected to a state of alcoholic inebriation or drug-taking.
- Damages, direct or indirect, and of whatever nature, likely to affect objects or materials deposited by clients or participants during the service that is the subject of the contract.
- Damages, direct or indirect, and of whatever nature, that clients or participants may cause towards one or several service providers or their employees acting to fulfill the contract.
- ▶ Degradation caused by clients or participants to materials, equipment and/or premises of one or several service providers acting to fulfill the contract.

Repairs and reimbursements which are deemed necessary as a result of any degradation will be at the sole expense of the client, who undertakes to bear the full cost of such repairs.

### 6. Personal data

The ECOLE DES VINS DE BOURGOGNE undertakes not to sell, share, or divulge the client's personal data to any third parties outside its own usage. However, such data may occasionally be transmitted to third parties acting on account or in the name of the company, or in connection with the company's activity, in the framework of the use for which it was initially gathered.

In application of France's Law 78-17 known as Data and Liberties, clients are informed that their order is subject to nominative data treatment. The right to access, rectification and possible deletion guaranteed under this law can be exercised with the ECOLE DES VINS DE BOURGOGNE at its offices.

## 7. Publication/Publicity

The ECOLE DES VINS DE BOURGOGNE may reproduce or communicate all or part of the information about a service on its website or in publicity materials. "Information about the service" can be taken to mean written content about the company's program, as well as photographs relating to the service, in digital or paper format, the use of which may have been granted by the client on a temporary or definitive basis. Under these terms and conditions, the client acknowledges that he or she

transfers the rights relating to information about the service, and expressly authorizes their publication on the Internet or in publicity materials as defined in article 9 of the Civil Code and associated jurisprudence, notably image reproduction rights. The client declares that he or she has obtained the express authorization of any third parties appearing in information about the service, and thereby absolves the company of any recourse by third parties against it aiming to forbid publication of information about the service or to demand damages.

The client declares that he or she has been informed of the terms of paragraphs 1 and 2 of this article, and reserves the right to refuse any publication and transfer of data rights to the event, by including the wording 'read and approved, refusal of publication and transfer of rights' on a copy of this document adjoined to the contract.

### 8. Applicable law

The present terms and conditions were originally drafted in French, and any procedure concerning them must be carried out on that basis. Only French law is applicable.

For any dispute relating to sales made by the ECOLE DES VINS DE BOURGOGNE, in the absence of a mutual resolution, the only competent court is the Tribunal de Commerce in Dijon.

# SPECIFIC CONDITIONS FOR SCHEDULED TRAINING SESSIONS WITH INDIVIDUAL REGISTRATION

# 1. Contract

The company's brochure, quote, proposal, and training program constitute the prior information mentioned in article R211-5. From then on, unless there are any contrary agreements, the characteristics, specific conditions and price of the service as indicated in the company's brochure, quote, and proposal will be contractual, from the moment of signature of the registration form.

# 2. Registration and methods of payment:

**2.1.** Registration is considered effective upon receipt by the ECOLE DES VINS DE BOURGOGNE of the company's registration form, or of the online registration form on the ECOLE DES VINS DE BOURGOGNE's website, duly filled out, signed, and accompanied by payment of the deposit as set out in the contract.

Confirmation of registration will be sent to the client within a maximum of 10 days following reception of the registration form.

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- **2.2.** There is no deadline for registration; places are subject to availability and in accordance with article 1.4. of the general terms and conditions.
- **2.3.** Upon registration, the client will pay a deposit of 50% of the total cost of the training.

The balance of the cost of training must be paid 21 days before the start of the session.

**2.4 Attention:** In the case of special operations (gift vouchers, etc.), full payment is required on registration.

Gift vouchers are valid for training for a maximum period of 1 year. Beyond that time, the session will treated as having been attended by the participant.

#### 3. Cancellation

Written cancellation more than 30 days before the start date of the training will incur booking fees corresponding to 10% of the total cost of the training, and this sum will be retained.

Written cancellation received between 30 days and 22 days before the start date of the training will entail 50% of the total price being retained.

If written cancellation is received fewer than 21 days before the start date, 100% of the price of the training is due.

# SPECIFIC CONDITIONS FOR TAILORED SERVICES

### 1. Contract

The terms of the contract sent to the client by the ECOLE DES VINS DE BOURGOGNE are valid for 20 days starting from the date they were sent or presented to the client. Beyond this period, prices are liable to change in accordance with point 2.3. of the general conditions and a new contract proposal will be drawn up by the company.

The contract is concluded and both parties are bound by it upon receipt by the ECOLE DES VINS DE BOURGOGNE of the contract duly dated and signed by the client, bearing the client's stamp and the wording 'Bon pour accord' (Signed as agreed), and accompanied by the deposit as set out in the following article.

By express agreement between the client and the ECOLE DES VINS DE BOURGOGNE, the sole act of sending the signed contract equates to acceptance of the terms of the contract and the general terms and conditions on the part of the client.

### 2. Methods of payment

**2.1** All services involve the payment of a deposit by the client of a sum equal to 30% of the price of the

service. Unless alternative details are specified in the program, payment of the balance is due 31 days before the start date of the service. In the case of payment of the balance by check, this much reach the ECOLE DES VINS DE BOURGOGNE no later than 31 days before the start of the service.

- **2.2.** By express agreement between the client and the company, it is agreed that the company will only treat the services as firm with its service providers after reception and effective cashing of the first deposit or the sole deposit as defined in the contract. In case of unavailability of the service providers on the desired dates, following the period between the issue of the proposal of the service by the ECOLE DES VINS DE BOURGOGNE and cashing of the deposit, the company will offer the client one or several equivalent or similar service providers for the contracted services. This new proposal by the company does not have to be accepted by the client, who is free to decline it. The client remains bound by the obligations undertaken in this present document, notably concerning the methods of payment and the conditions of cancellation.
- 2.3. In the absence of payment of the remainder within the period set out above, and without any prior final demand necessary, the ECOLE DES VINS DE BOURGOGNE may consider that the contract has been cancelled by the client's actions and will not be required to maintain the availability of the service which is considered cancelled by the client. In this case, the ECOLE DES VINS DE BOURGOGNE will retain any sums already paid as an abiding contractual indemnity of termination of contract.

### 3. Cancellation

In the case of withdrawal or cancellation on the part of the client, whatever the cause, with the exception of causes resulting from *force majeure*, the ECOLE DES VINS DE BOURGOGNE will be freed of any obligations towards the client, who may not request the service be postponed to a later date, nor claim any reimbursement of sums paid. Said sums will be conserved by the company as an abiding contractual indemnity of termination of contract.

The client must initial each page and sign the end of the contract, adding the wording 'le et approuvé' (read and approved), and if required, the wording 'refus de publication et de cession de droits' (refusal of publication and transfer of rights)