



# PURCHASE ORDER

To be returned to EgoPrism® by fax on +33 (0)1 47 73 54 45

## Client identification

<b>COMPANY</b>	<b>GROUP</b>
<b>ADDRESS</b>	
<b>POST CODE</b>	<b>CITY</b>
<b>COUNTRY</b>	
<b>FAMILY NAME</b>	<b>FIRST NAME</b>
<b>FUNCTION</b>	
<b>PHONE</b>	<b>FAX</b>
<b>E-MAIL ADDRESS</b>	

## Receipt of codes - Attention :

<b>FAMILY NAME</b>	<b>FIRST NAME</b>
<b>E-MAIL ADDRESS</b>	
<b>AA</b>	<b>E-MAIL ADDRESS</b>

## Order

REFERENCE	DESCRIPTION	QTY	UNIT PRICE	TOTAL IN € (excl.VAT)
EGO	eGoPrism® access code		915 €	
			<b>GRAND TOTAL</b>	

*Payment conditions: on receipt of invoice, by bank transfer.  
IBAN: FR76 30066 10913 000101206 01*

- I ACCEPT THE SALES TERMS AND CONDITIONS (SIGN AND RETURN ATTACHED PAGE)
- I AM AWARE OF THE CODE OF ETHICS (SIGN AND RETURN ATTACHED PAGE)

**DATE :** \_\_\_\_\_ **SIGNATURE AND COMPANY STAMP :** \_\_\_\_\_

### Libre Conseils - eGoPrism®

Limited company with a capital of 8,848 €  
20, rue Jean Jaurès, F – 92807 Puteaux  
Reg. No. B 424 149 649  
VAT No. FR 49 424 149 649

# CODE OF ETHICS



An accredited expert designated by the originator and/or distributor of the eGoPrism® tool is entrusted with all the data concerning your eGoPrism®.

These data are strictly confidential and cannot be divulged, disclosed or commercially exploited, directly or indirectly. All the necessary steps have been taken to ensure application of these ethics rules.

You have ordered an eGoPrism® either personally or through your company. The data gathered remain confidential between you and the company holding the eGoPrism® software.

We declare that we have subscribed to the obligations that are incumbent upon us by virtue of the French law No. 78-17 dated January 6, 1978, concerning fundamental freedoms and automatic processing of personal data and data files, and its application decrees. In particular, we have declared our automatic processing of nominative data to the CNIL, the French national centre for information and freedoms.

You acknowledge that you are aware of the principles laid down in the law No. 78-17 dated January 6, 1978, concerning fundamental freedoms and automatic processing of personal data and data files, and in particular of the fact that those people who responded to questionnaires that could constitute data files have a right of access and rectification.

You will be asked for your approval for any subsequent use of the data that requires your anonymity to be lifted.

You will be solely responsible for any usage contrary to this code of ethics, or to the provisions of the law on fundamental freedoms and automatic processing of personal data and data files, or to accepted standards of good behaviour.

We have the right to use individual data for collective statistical processing. This does not require your agreement, on condition that your full anonymity is respected.



# COMMERCIAL TERMS AND CONDITIONS



## Article 1: Area of application

These terms and conditions apply to all sales concluded between “**Libre Conseils**” and individual or professional purchasers concerning the products and/or services cited in the purchase order appearing on the preceding page. The commercial name of **Libre Conseils** is eGoPrism®. The two designations are interchangeable

## Article 2: Establishment of the contract – Orders

The customer is fully and legally bound by the purchase order appearing on the preceding page on the date of its receipt by **Libre Conseils**.

## Article 3: Intellectual property – Confidentiality

In consideration of its original design and technical implementation, the service is protected by the provisions regulating the right of intellectual property. In particular, the client is prohibited from imitating or reproducing, in full or in part, this design and technical implementation, on pain of legal action. The client is also prohibited from transmitting to third parties any information enabling the imitation or reproduction, in full or in part, of this service.

## Article 4: Price and payment conditions

The above-mentioned service is sold or provided against payment by the client of the price cited in the purchase order appearing on the preceding page.

The price is payable in total according to the following schedule:

- 100% on receipt of the invoice, by cheque or bank transfer.

**Libre Conseils** will not be required to provide the requested services if the client does not pay the price according to the above-mentioned conditions and schedule.

Payment is understood to mean the effective receipt of the price, whatever the mode of payment. Any delay in payment results in a legally binding contractual penalty equal to 6 (six) points per year over the standard bank interest rate calculated monthly as of the original due date and capitalised annually. Application of this penalty does not require prior warning and does not affect the application of the clause concerning ownership reserve below. The client will be required to reimburse **Libre Conseils** any expenses resulting from the recovery of amounts due, for example, legal and bailiff fees.

## Article 5: Delivery

Delivery of the service to the client will take place through an intermediary designated by **Libre Conseils** and whose costs will be borne by the client independently of the eGoPrism purchase price. Delivery without commentary is possible. In this case the results document will be sent by mail. Any delay in delivery will not be subject to interest nor to retention or cancellation of the order in process.

## Article 6: Transfer of ownership

The transfer of ownership of the **Libre Conseils** service to the client will be effective only after full payment of the price by the latter, regardless of the delivery date of said service.

## Article 7: Declarations and guarantees

**Libre Conseils** commits to guarantee the provision and conformance of the service to the functional and technical specifications cited in the purchase order annexed to these terms and conditions.

**Libre Conseils** also guarantees the client, in accordance with legal provisions, against any undetected default impacting the products and/or services provided that may render them inoperable as well as against any resulting prejudicial consequences.

**Libre Conseils** declares that it owns the worldwide operating rights, without reserve or restriction, in whatever form and via all known and to date unknown media, vis-à-vis any person or organisation that may have participated directly or indirectly in the execution of the services ordered by the client from **Libre Conseils** within the framework of these terms and conditions and who could claim a right to all or part of said services.

## Article 8: Responsibilities of Libre Conseils

In case of non execution by **Libre Conseils** of any one of its obligations governed by these terms and conditions or by the client order, the client expressly agrees that **Libre Conseils** cannot be held responsible and that the client cannot thereby claim damages except in the case of negligence by **Libre Conseils**.

**Libre Conseils** is discharged of its obligations and cannot be held responsible in the slightest in the event of a fortuitous occurrence beyond its control such as fire, flood, accident, war or strike or any external circumstances preventing **Libre Conseils** or its suppliers from carrying out their obligations.

**Libre Conseils** cannot be held responsible vis-à-vis the client for non-execution by its suppliers or service providers of their contractual obligations, nor for information systems breakdowns preventing processing of the eGoPrism.

**Libre Conseils** assures only an obligation of resources vis-à-vis the client in the execution of the services covered by the purchase order appearing on the preceding page.

## Article 9: Jurisdiction

This convention is governed by French law.

In case of litigation concerning the interpretation, execution or discontinuance of the current contract, the parties attribute legal jurisdiction to the appropriate courts in Paris.

## Article 10: Special provisions

It is understood that a sales and/or service contract summarising and specifying the present commercial terms and conditions can be agreed subsequently by the parties.

## Article 11: Acceptance by the client

The present terms and conditions are expressly agreed and accepted by the client who declares and acknowledges complete awareness of them and in consequence relinquishes the right to impose any contradictory document, for example, the client's own purchasing terms and conditions.

20, rue Jean Jaurès – F - 92807 Puteaux Cedex  
Tel: +33 (0)1 41 25 44 44 / Fax: +33 (0)1 41 25 44 41