



TERMS OF SALES

The purpose of these general conditions is to define the conditions under which SMAT services are provided.

1. General

1.1 Unless otherwise stipulated, all SMAT offers, interventions and services are subject to these general conditions. These are deemed to have been accepted by the customer as soon as the order is placed, without any restriction or reservation (signature of contract, email agreement, etc.). The customer therefore renounces to avail himself of any contradictory document and in particular of his own general and / or specific conditions, even if the latter provide that they apply exclusively. Any deviation from these general conditions must, to be valid, have been previously and expressly approved in writing by SMAT.

1.2 These general conditions specify in particular the conditions of order, payment, delivery. They can be consulted at any time by clicking on the "general conditions of sale" link on the home page of the smat-formation.com website. [Thus, any order placed by a customer with SMAT will imply the final and irrevocable agreement of the customer on all the general conditions of sale presented below.]

2 - Offers and quotes

2.1. SMAT offers are established without any commitment on its part. They do not bind SMAT until they have been expressly accepted by the customer and only after written confirmation, sent by post or electronic means, of the customer's order by SMAT. Unless otherwise stipulated, SMAT's offers or quotes are in any event valid only for a period of 10 days from their dispatch. After this period, the customer must request the establishment of a new offer by SMAT. When an offer or a quote is established by SMAT, the specific conditions of these documents modify or supplement these general conditions.

2.2. In the absence of any contractual document, it is expressly agreed between the client and SMAT that the emails exchanged between the parties can be used for the establishment of a commercial relationship and therefore constitute regular proof of the existence of an order and its acceptance.

2.3. A deposit of 50% minimum is required when ordering without any justification, the balance being payable according to the terms specified below.

2.4 The customer can terminate his order early only by paying a compensation indemnity equivalent to 50% from the time of the order, or 80% if the termination occurs 3 weeks before execution begins. In the event that this begins, and the client has not presented himself, the full amount is due. Depending on the situation, a voucher of 50% or in full will be granted to the client.

2.5. Any modification to the order being executed, as well as any change in the use or distribution of the creations or materials delivered, may result in a revision of the price initially agreed, without prejudice to the right of SMAT to object to the modifications that affect to its intellectual property rights.

2.6. SMAT reserves the right to postpone any training that has not reached the minimum number of 5 registrations, without the customer being able to retract.

3- Delivery - Deadlines

3.1. The "delivery" is considered perfect on the day of the first presentation to the customer.

3.2 The "delivery" times are only given for information and do not start to run until the delivery to SMAT of all the elements necessary for the completion of the order. The deadlines incumbent on SMAT are automatically extended by any event beyond its control and making it impossible or difficult to perform its services, as long as this event lasts, including technical, logistical or IT problems. These unintended delays in no way authorize the customer to cancel his order or claim any compensation payable by SMAT.

4 - Price and invoicing

SMAT's prices are those in effect on the day the Quote is sent to the customer. Unless otherwise stipulated, SMAT prices are expressed in euros and include VAT (if applicable). If the services are provided in the form of electronic files, the price charged takes account of the costs of transmission by the network. If, on the other hand, other shipping methods are chosen by the Client, the additional costs relating thereto will be taken into account. The costs related to hosting or maintenance services which would be assumed at the Customer's request by SMAT, whether directly or indirectly, are payable in advance,

5. - Services and fulfillment of the order

5.1 SMAT offers basic or complementary services and, in particular, without this list being exhaustive:

- Training course TCCC, CLS MIRA, TECC, CPO, SECURITY GUARDING, HEAT....
- Protection of property / people
- Sale of equipment

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- Medical assistance in a hostile environment...

5.2 All work will be planned upon receipt by SMAT:

- the express acceptance of the Quote or the Offer established by SMAT at the request of the customer
- and the payment of the deposit or all required by SMAT in accordance with article 2.3 above.

5.3 SMAT reserves the right to refuse any services and any work manifestly contrary to morality, of a racist and / or illegal nature. The services ordered from SMAT by the Customer are under its sole responsibility. If the Customer should abandon his project for any reason whatsoever, not attributable to a fault of SMAT, he can only be released from the contract by payment of the indemnity provided for in article 2.4 above.

5.4. Unless otherwise agreed for the provision of services, If the contract provides for the delivery of material supports, the additional costs relating thereto will be charged to the customer.

6. - Guarantee

The customer guarantees to SMAT that the elements which he gives him are certified to be exact for the execution of his orders / training and can be freely used, without any restriction, for the purposes of the latter, and he exempts it from all responsibility in this regard. In particular, it will guarantee SMAT against any recourse by a third party claiming rights to said elements. The customer will also hold SMAT free from any prejudice.

7. - Terms of payment

7.1 Unless otherwise stipulated (training), all our invoices are payable on the date of issue of the invoice (in Euro). Payment is made by transfer to the SMAT account mentioned on said invoice. All possible bank and exchange costs that would be charged to SMAT will be billed to the customer.

7.2 Any invoice is deemed to be accepted in the absence of a specific dispute communicated to SMAT by the customer by adviser within 8 days of receipt of the invoice. After this period, any complaints from the customer can no longer be taken into consideration by SMAT.

7.3 In the absence of payment by the due date, the sums due to SMAT will, as of right and without prior notice, be increased by interest at the monthly rate of one percent (1%) from their due date, all month started being deemed to have passed, as well as an irreducible contractual and fixed compensation equal to 10% of the unpaid amount, with a minimum of € 75. In the event of default or late payment, SMAT also reserves the right to suspend any delivery or service for the benefit of the customer, whether or not related to the unpaid order (s), until full reimbursement of all amounts still due, including compensation and interest for late payment.

8 - Complaints

Any complaint must be reported in writing to SMAT and duly motivated by the Customer. No complaint is admissible if it has not been addressed to SMAT within 8 days after signature or receipt of invoice, by recommender.

9 - Responsibilities

9.1 Proofreading of the offers announced by SMAT in accordance with the order form is the responsibility of the Customer, who therefore assumes full responsibility. No compensation can therefore be claimed from SMAT on this basis.

9.2. SMAT is only responsible for works, studies, creations or projects that it has executed itself.

10. - Confidentiality clause

SMAT undertakes not to disclose any confidential information provided by the Client. The customer undertakes not to disclose any confidential information provided by SMAT, on SMAT or its TEAM

11. - Insolvency

Failure to pay by the due date, protest, any notice of attachment, any request for proceedings in judicial reorganization, suspension of payment, even unofficial, the opening of bankruptcy proceedings or any other fact indicating the insolvency of the client, entail the forfeiture of the term granted for payment, make immediately payable all invoices not yet due, for any work whatsoever, and confer on SMAT the right to terminate the current contract (s) without notice or compensation.

12. - Applicable law - Disputes

Irish law is applicable. In the event of a dispute between the parties, the courts of the judicial district of Dublin have sole jurisdiction.

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