



General Terms and Conditions

1. Definitions and Interpretation

- 1.1 In these General Terms and Conditions the following expressions shall have the meanings set opposite them, unless the context otherwise requires:

‘Agreement’ means these General Terms and Conditions, any accepted Registration Form (paper or electronically received by PQT International) and any document which is supplemental hereto or which is collateral herewith or which is entered into pursuant to or in accordance with the Terms hereof;

‘Attendee’ mean the person nominated by the Customer as identified in the Registration Form;

‘Course(s)’ means such of the PQT International training courses described in the then current PQT International Training Schedule as are specified on the current course outline(s) or under course details on www.PQTInternational.com;

‘Course Fee’ means the charges set out in the then current PQT International Training Schedule payable by the Customer to PQT International for the Course(s);

‘Customer’ means the customer so named in the Registration Form;

‘Registration Form’ means the registration form which is expressed to be subject to these General Terms and Conditions and which relates to participation by Attendee on PQT International Course(s)

- 1.2 If a Customer comprises of more than one person or entity, all obligations of such Customer shall be joint and several as regards such persons and entities.
- 1.3 A reference to the singular includes the plural and vice versa and reference to a gender includes the other genders unless the context requires otherwise.

2. Registration

- 2.1 A Registration Form constitutes an offer by Customer to participate on the Course(s) specified in such Registration Form. Such offer shall not be deemed to be accepted by PQT International unless and until PQT International expressly confirms acceptance in writing.
- 2.2 These General Terms and Conditions shall apply to the Agreement to the exclusion of any other terms and conditions on which any purchase order is placed or purported to be placed by Customer.



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2.3 No variation to the Registration Form or the General Terms and Conditions shall be binding unless agreed in writing between the authorized representatives of PQT International and Customer. For the avoidance of doubt, no variation to the Registration Form agreed via telephone shall be binding unless confirmed in writing to Customer by PQT International.

3. Price and Payment

3.1 The Course Fee is exclusive of any Value Added Tax, which shall be payable in addition by the Customer at the rate then prevailing.

3.2 The Course Fee includes standard documentation appropriate to the relevant Course and unless delivered on Customer's premises or otherwise specified in the PQT International Training Schedule also includes light refreshments and lunch.

3.3 For Course(s) delivered at Customer's premises PQT International reasonable expenses shall be chargeable at cost in addition to the specified Course Fee.

3.4 The time period scheduled for each Course allows for meal and refreshment breaks, questions on aspect of the Course content, however should the Course content be completed within the allocated time period resulting in an early finish, no adjustment will be made by PQT International to the Course Fee.

3.5 Unless otherwise agreed in writing between the parties, Customer shall pay the Course Fee:

- a). fourteen (14) calendar days prior to the relevant Course(s) commencement date or;
- b). if relevant course commencement date is within fourteen (14) days of first Registration, the course fee is due immediately

3.6 Only after PQT International has received Customer's Course payment(s), the attendee is entitled to participate in the Course.

3.7 PQT International will not confirm the receipt of payment.

4. Cancellation and Transfer

4.1 PQT International reserves the right to cancel or re-arrange any allocated dates for Course(s) at any time and for any reason. If a Course is not rearranged by PQT International in agreement with Customer, PQT International shall provide Customer with a full refund of the relevant Course Fee paid by the Customer for the cancelled Course.

4.2 Customer may with PQT International's agreement at no additional charge substitute an alternative Attendee.



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4.3 Customer may transfer a nominated Attendee to another scheduled date for the relevant Course provided that PQT International's agreement is obtained in writing at least ten (10) business days or such shorter period as PQT International may accept in advance of the scheduled Course commencement date. For change to another scheduled date customer is charged for 20% of Course Fee as handling fee.

4.4 Customer may cancel its registration for any Course by providing PQT International with a minimum of ten (10) business day's written notice, although PQT International will charge 20% of the Course Fee as handling fee. If Customer's notice for such cancellation is less than the minimum of ten (10) day's, the full Course Fee for such Course shall remain chargeable by PQT International. Refunds will not be allowed for no-show of the Attendee.

5. Duties of Customer

5.1 Customer is responsible for advance notification to PQT International (with the related section of the Registration Form) of any special requirements relating to the Attendee. PQT International will endeavor to accommodate such notified needs if it is considered both reasonable and practical to do so.

5.2 Customer shall ensure that Attendee shall have adequate competence, knowledge and skill to interpret and benefit from the Course(s) provided by PQT International.

5.3 PQT International reserves the right to exclude Attendee from any Course(s) due to Attendee's disorderly conduct or failure to fulfill the prerequisites as published by PQT International or otherwise notified to Customer. The relevant Course Fee shall remain chargeable to Customer in such circumstances.

6. Warranties and Liability

6.1 PQT International will use reasonable endeavors to ensure that the Course(s) provided are dispensed with reasonable skill and care and will follow practices consistent with the professional standards in the industry.

6.2 In relation to the provision of Course(s) by PQT International to Customer and subject to Clause 6.4 and 6.5, PQT International total liability in contract, tort or otherwise shall not exceed 110% of the Course Fee paid by Customer for the Course in respect of which the claim is made.

6.3 Customer shall indemnify and hold harmless PQT International, its officers, directors, agents and employees, from and against all claims, actions, demands, liabilities and lawsuit arising from any breach of Customer's obligations under this Agreement.



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- 6.4 Notwithstanding any other provision of this Agreement, PQT International does not accept liability for any loss of profits, or goodwill or for any special or indirect or consequential damages arising under this Agreement in delivering the Course(s).
- 6.5 Neither PQT International or Customer excludes or seeks to limit its liability in respect of death or personal injury.
- 6.6 All conditions and warranties not expressly set forth in this Agreement and whether expressed or implied are excluded to the fullest extent permissible by Dutch law.
- 7. Intellectual Property Rights**
- 7.1 All Course documents are intended for the exclusive personal use of the attendee.
- 7.2 The Attendee and Customer recognize PQT International's copyright and intellectual property rights, and therefore the exclusive distribution rights of use of Course documents.
- 7.3 Under no circumstances may the whole or any part of the Course Materials be produced or copied in any form or by any means or translated into another language by Attendee or Customer without the prior written permission of PQT International.
- 7.4 Attendee or Customer shall not delete, amend, alter or deface any confidentiality or proprietary notices on the Course Materials.
- 7.5 The Customer shall and shall ensure that Attendee shall keep confidential the Course Materials and comply fully with all use restrictions notified to Customer by PQT International in relation to Course Materials.
- 7.6 Customer can claim no rights on the content of the Course documents.
- 8. Travel and Accommodation**
- 8.1 Customer is responsible for all travel arrangements, accommodation requirements and other costs incurred by Attendee relating to attendance at PQT International's Course(s).
- 8.2 PQT International shall have no responsibility for any non-refundable costs arising under Clause 6.1 and resulting from Course(s) scheduling changes or cancellations howsoever arising.



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9. Other

- 9.1 Attendee will receive his/her own account, with a unique username and password, at the site of PQT International. The account can be used for downloads and quick interactions with the trainers. The account will be enabled one year after attending the course, unless a new course is booked within one year.
- 9.2 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected thereby. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the parties shall immediately commence good faith negotiations to remedy such invalidity, illegality or unenforceability or to achieve an alternative provision acceptable to both parties.
- 9.3 Neither party has relied on any representation or warranty except as expressly set out in this Agreement and PQT International and Customer hereby agree to submit to the exclusive jurisdiction of the Dutch Courts in respect of any dispute in relation to this Agreement.
- 9.4 Amersfoort, the Netherlands, is the place of jurisdiction for all disputes arising from the agreement.

10. Amend or change of these General Terms and Conditions

- 10.1 PQT International reserves the right to amend or change these General Terms and Conditions. The amendment or change will be implemented at a predefined time.
- 10.2 Changes to the General Terms and Conditions will be submitted to the Dutch Chamber of Commerce