

SGS UNITED KINGDOM LIMITED

GENERAL CONDITIONS OF SERVICE – TRAINING SERVICES

1. GENERAL

- (a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of SGS SA or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions").
- (b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client").

2. DEFINITIONS

"Course Fee" the fee charged by the Company for the Training Course;

"Course Commencement Date" the date that the Training Course is due to commence;

"Delegate" the party or parties named as attendees on the course enrolment form;

"Training Course" the training course operated by the Company;

"Working Days" all days other than Saturdays, Sundays and bank holidays.

3. PROVISION OF SERVICES

- (a) The Company will provide services using reasonable care and skill.
- (b) The Company may delegate the performance of all or part of the services to an agent or subcontractor and the Client authorises the Company to disclose all information necessary for such performance to the agent or subcontractor.
- (c) The Company constantly strives to improve the content of its courses and therefore reserves the right to modify the specification and format of its courses without notice to the Client.

4. OBLIGATIONS OF CLIENT

- (a) The Client accepts that it is their responsibility to ensure that the Training Course is suitable and appropriate for the Delegate, and that the Delegate has the necessary level of competence to achieve the course objectives.
- (b) All Delegates shall be required to comply with any site rules and regulations operating at the course location.

5. FEES AND PAYMENT

- (a) Fees not established between the Company and Client at the time the course booking is made shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by the Client.
- (b) For Clients located in the United Kingdom, the Company shall issue an invoice at the time of issuing the Delegate's joining instructions. Joining instructions are issued 15 Working Days before the Course Commencement Date. The Client will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company failing which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.
- (c) For Clients located outside the United Kingdom, the Company will issue a pro-forma invoice. Payment of the invoice must be received by the Company in cleared funds at least 7 days prior to the Course Commencement Date (the "Advance Payment Date"). If the Client fails to make payment by the Advance Payment Date, the Client will not be permitted to attend the training course.

6. CANCELLATION/POSTPONEMENT/ SUBSTITUTION

- (a) The Client shall be entitled to a refund of the Course Fee only where written notice of cancellation is received by the Company more than 15 Working Days prior to the Course Commencement Date. For any cancellation received by the Company within 15 Working Days of the Course Commencement Date, the full Course Fee shall be payable.
- (b) If the Client wishes to postpone a booking and provides the Company with written notice at least 15 days prior to the Course Commencement Date, the Company shall transfer the Client onto the next available course. If notice is received within 15 days of the Course Commencement Date, the full Course Fee shall be payable. The Company will transfer the Client onto the next available course, subject to payment by the Client of a transfer fee of 25% of the Course Fee for the substitute course (the "Transfer Fee"). The Company shall issue an invoice for the Transfer Fee 15 days prior to the Course Commencement Date of the substitute course.
- (c) Delegate substitution may be made prior to the Course Commencement Date without penalty provided that the Client gives the Company written notice. It is the Client's responsibility to ensure that the Training Course is suitable for the substitute Delegate.

(d) It may be necessary for the Company to cancel a Training Course due to insufficient numbers of delegates or for other reasons outside the Company's reasonable control. The Company shall not be liable for such cancellation. The Company shall endeavour to provide the Client with as much notice as possible of a cancellation. The Company will book the Client onto the next available Training Course. If the rescheduled date is not convenient for the Client, the Client shall be entitled to a full refund of the Course Fee.

7. SUSPENSION OR TERMINATION OF SERVICES

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

- (a) failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to the Client; or
- (b) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by the Client.

8. LIABILITY AND INDEMNIFICATION

(a) Limitation of Liability:

- (1) The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by the Client to comply with any of its obligations hereunder.
- (2) The Company's total liability under these General Conditions and in relation to anything which the Company has done or not done in connection with these General Conditions (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to a total aggregate sum equal to the amount of the fee paid for the Training Course.
- (3) Neither party's liability:
 - (a) for death or personal injury caused by its negligence or the negligence of its employees or agents;

- (b) for fraud (including fraudulent misrepresentation);
- (c) to pay sums properly due and owing to the other in the course of normal performance of this Agreement;
- (d) in respect of any liability that by applicable law may not be excluded or limited by contract;

is excluded or limited by these General Conditions, even if any other term of these General Conditions would otherwise suggest that this might be the case.

- (4) Subject to clause 8(a)(3), neither party shall be liable under or in relation to these General Conditions or their subject matter (whether such liability arises due to negligence, breach of contract, misrepresentation, under any indemnity or for any other reason) for any: (a) loss of profits; (b) loss of sales; (c) loss of turnover; (d) loss of or damage to business; (e) loss of or damage to reputation; (f) loss of contracts; (g) loss of customers; (h) wasted management or other staff time; (i) losses or liabilities under or in relation to any other contract; or (j) indirect, special or consequential loss or damage;

and for the purposes of this clause the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.

- (5) In the event of any claim, the Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:
 - (i) the date of performance by the Company of the service which gives rise to the claim; or

- (ii) the date when the service should have been completed in the event of any alleged non-performance.

9. INTELLECTUAL PROPERTY

The intellectual property rights (to include, without limitation, the copyright) in the materials used and/or provided by the Company in connection with the Training Course (the "Materials") shall be and remain the property of the Company or any third party provider. The Client may not reproduce or copy the Materials in any form without the prior written consent of the Company or the copyright owner.

10. MISCELLANEOUS

- (a) If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (b) During the course of providing the services and for a period of one year thereafter the Client shall not directly or indirectly entice, encourage or make any offer to the Company's employees to leave their employment with the Company.
- (c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.

11. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

- (a) This Agreement will be governed by, and interpreted in accordance with, the laws of England and Wales.
- (b) The Parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.