



GENERAL CONDITIONS OF TRAINING

1. APPLICATION OF GENERAL CONDITIONS; DEFINITIONS

1.1 The definitions in this Article apply in these General Conditions:

Agreement: the Company's acceptance of a completed Company Order Form or other instructions for Training from the Client, or Company's acceptance of an agreed quotation for Training, or any instruction or request for Training by a Client and subsequent acceptance by the Company and performance of Training by the Company for the Client. These General Conditions govern each Agreement unless separate terms and conditions are agreed to in writing between the Client and the Company.

Company: the Bureau Veritas group company which has entered into the Agreement to provide the Training.

Company Order Form: the Company's standard form to be completed by the Client setting out the Training to be performed by the Company, together with any other information concerning the performance of the Training under the terms of the Agreement or, in the absence of a Company Order Form, the Client order document as accepted or modified and then accepted by the Company. The Fees for the Training may be set out in the Company Order Form or in a separate document or price list.

Client: the person, firm, company, partnership, association, trust, or government agency or authority that purchases Training from the Company and as identified in the applicable Company Order Form or agreed written instruction.

Consent: has the meaning set out in the General Data Protection Regulation (EU) 2016/679.

Data Protection Law: means all applicable data protection laws and regulations including but not limited to the General Data Protection Regulation (EU) 2016/679.

Party and Parties: individually the Company or the Client and collectively the Company and the Client.

Personal Data: has the meaning set out in the General Data Protection Regulation (EU) 2016/679.

Processing: has the meaning set out in the General Data Protection Regulation (EU) 2016/679.

Training: the provision of training or other services including, where applicable, but not limited to the supply of Training Materials.

Training Materials: means all documents and products provided (if any) or created by the Company or its agents, subcontractors, consultants and employees in relation to the performance of the Training.

1.2 For the avoidance of doubt, the Client's standard terms and conditions (if any) attached to, enclosed with or referred to in any Company Order Form or other document shall not govern the Agreement.

1.3 The Company acts for the Client only. Except as provided in the Agreement, the Agreement is entered into solely between and may be enforced only by the Client and the Company. The Agreement shall not be deemed to create any rights in third parties, including without limitation suppliers or customers of a Party, or to create any obligation of a Party to such third parties.

2. COMPANY'S OBLIGATIONS

2.1 The Company shall, with reasonable care, skill and diligence as expected of a competent body experienced in the certification, inspection, auditing and testing industry and in performing training of a similar nature under similar circumstances, provide the Training to the Client, in accordance with:

- 2.1.1 the specific requirements as set out in the Agreement;
- 2.1.2 such methods as the Company shall deem suitable on a case by case basis having regard to professional, industry standard, technical and/or government or regulatory grounds; and
- 2.1.3 any performance dates specified in the Agreement (such dates to be estimates only and time shall not be of the essence for performance of the Training).

2.2 For the avoidance of doubt, the Company does not fulfil the role of an insurer or a guarantor in respect of the adequacy, quality, merchantability, fitness for purpose, compliance or performance of products, services or other activities undertaken or produced by the Client to which the Training relates. Notwithstanding any provision to the contrary contained herein or in any Training, no warranty or guarantee, express or implied, including any warranty of merchantability or fitness for a particular purpose or use, is made by the Company for any activities undertaken by the Client or any product manufactured, distributed, imported, or sold by the Client.

2.3 The Training is given only in relation to the written instructions, documents, information and samples provided to the Company by the Client prior to the performance of the Training. The Company cannot be held liable for any error, omission or inaccuracy in the Training to the extent that the Company has been given erroneous or incomplete information by the Client.

2.4 Certificates of attendance, certificates of training and qualifications (in each case if offered) shall be provided by the Company subject to satisfactory performance of the participant as assessed by the Company in its sole

discretion. Where qualifications are granted, such qualification may be subject to a limited validity period or otherwise subject to refresher or renewal training.

2.5 Company will name the location and place of the Training beforehand and will be allowed to change the location and place of Training fourteen (14) days before the actual Training. If a change of location and place is necessarily in the opinion of Company, Company will search for a Training location and place within 50 KM's near the original place and location.

3. CLIENT'S OBLIGATIONS

3.1 The Client shall:

3.1.1 Co-operate with the Company in all matters relating to the Training;

3.1.2 Provide, or cause its suppliers to provide, in a timely manner, access to the Client's facilities and personnel as required by the Company, its agents, subcontractors, consultants and employees, to perform the Training. The Client will be responsible for preparing and maintaining the relevant premises for the supply of the Training, including identifying, monitoring, correcting or removing any actual or potentially hazardous conditions or materials from any of its premises before and during the supply of the Training at those premises. The Client shall adopt all necessary measures to ensure safety and security of working conditions on site during performance of the Training and inform the Company of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises;

3.1.3 Provide the Company, its agents, subcontractors and representatives with all necessary transportation and equipment, such equipment to be in good working order, for provision of the Training;

3.1.4 Provide the Company, either directly or through its suppliers and subcontractors, in a timely manner, such information as the Company may require for the proper performance of the Training and ensure that such information is accurate in all material respects;

3.1.5 Where necessary, obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Training and the use of the Client's equipment; and

3.1.6 Ensure that all documents, information and material made available by the Client to the Company under the Agreement do not and will not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret, licence or other intellectual property rights or proprietary rights of any third party;

3.1.7 Take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the Training.

3.2 To the extent that the Company renders Training, the Client agrees that the Company does not owe any specific success but only such Training. The Client is responsible for exercising its own, independent judgment with regard to the information and recommendations provided by the Company. Neither the Company nor any of its agents warrant the quality, outcome, effectiveness or appropriateness of any decision or action undertaken on the basis of the Training provided under the Agreement.

3.3 If the Company's performance of its obligations under the Agreement is prevented or delayed by any act, omission, default or negligence of the Client, its agents, subcontractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

4. CHARGES AND PAYMENT

4.1 The Client shall pay each valid invoice submitted to it by the Company, in full and in cleared funds, within fifteen (15) days of the date of the invoice.

4.2 If the Client fails to pay the Company on the due date, the Company may charge interest on such sum from the due date for payment at the monthly rate of 1.5%, accruing on a daily basis and being compounded monthly until payment is made, whether before or after any judgment; and suspend all Training until payment has been made in full. The fees and any additional charges are exclusive of all applicable taxes.

4.3 If the Client wishes to cancel all or part of the Training on less than 45 days' notice prior to the commencement of Training then no refund shall be due. Where 45 days or more notice is given the Client shall remain liable for all costs expended up to the date of cancellation including, without limitation, costs of preparatory work undertaken to date and costs committed to by the Company.

4.4 In the event that the Company cancels the Training due to insufficient numbers or for any other reason at the sole discretion of the Company, the Company shall refund the cost of the cancelled Training but shall not otherwise be liable to the Client.

4.5 Notwithstanding the provisions of clauses 4.3 and 4.4 cancellations will not be accepted in respect of the supply of e-learning packages.

5. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

- 5.1 **"Intellectual Property"** shall mean all patents, rights to inventions, utility models, copyright and related rights, trade marks, logos, service marks, trade dress, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), methods and protocols for Training, and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals, reversions or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- 5.2 Each Party exclusively owns all rights to its Intellectual Property whether created before or after the commencement date of the Agreement and whether or not associated with any Agreement between the parties.
- 5.3 Neither Party shall contest the validity of the other Party's Intellectual Property rights nor take any action that might impair the value or goodwill associated with the Intellectual Property of the other Party or its affiliates.
- 5.4 The names, service marks, trademarks and copyrights of the Company and its affiliates shall not be used by the Client except solely to the extent that the Client obtains the prior written approval of the Company and then only in the manner prescribed by the Company.
- 5.5 For avoidance of doubt, nothing in the Training or Training Materials or any other writing shall convey any rights of ownership or license whatsoever to the Company's intellectual property of its proprietary software, nor to the Company's proprietary audit methods, training materials and best practices manual, nor to the Company's protocols, nor to the Company's name, logo, marks, or other trade dress nor any other existing or later developed Intellectual Property rights or know-how developed and used to perform the Training or to provide the Training Materials. These shall remain the sole property of the Company. Further, the Training Materials do not convey ownership or licensing rights to any third party's Intellectual property that may be contained or referenced in the Training Materials.
- 5.6 Training Materials, if provided, may be used for personal study or revision by the individual members of the Client's personnel to whom they were provided by the Company but may not, except where authorised expressly in writing by the Company, be used for any other purpose whatsoever by the Client and for the avoidance of doubt the Client shall not use the Training Materials to train other personnel of the Client or any third party.
- 5.7 Each Party shall take all necessary steps to ensure that it operates at all times in accordance with Data Protection Law.
- 5.8 This Agreement is not an agreement for the Processing of Personal Data as defined by Data Protection Laws unless otherwise specifically agreed in writing by both parties.
- 5.9 The Client shall not under any circumstances supply to the Company any Personal Data whatsoever unless the parties have agreed in writing that this Agreement shall include the Processing of Personal Data and have entered into an agreement for the Processing of Personal Data on the terms of the Company's standard form of Data Processing Addendum prior to such Personal Data being transferred to the Company.
- 5.10 Notwithstanding the foregoing, the Parties acknowledge that the Client will need to provide the Company with the names and contact details of those persons that the Client will require the Company to contact in order to provide the Services. The Client confirms that it has complied with the requirements of Data Protection Law prior to providing such information including but not limited to obtaining the prior Consent of such persons to the provision of such information for this purpose.
- ## 6. CONFIDENTIALITY AND COMPANY'S PROPERTY
- 6.1 **"Confidential Information"** shall mean any information disclosed in whatever form, by a Party to the other Party including, but not necessarily limited to, technical, environmental, commercial, legal and financial information relating directly or indirectly to the Parties and/or to the Agreement.
- 6.2 Each of the Parties shall not disclose or use for any purpose whatsoever any of the confidential knowledge or Confidential Information or any financial or trading information which it may acquire or receive within the scope of the performance of the Agreement, without the prior written consent of the Party that disclosed the Confidential Information.
- 6.3 The confidentiality undertaking shall not apply to any information:
- 6.3.1 which is publicly available or becomes publicly available through no act of the receiving Party;
- 6.3.2 which was in the possession of the receiving Party prior to its disclosure;
- 6.3.3 which is disclosed to the receiving Party by a third party who did not acquire the information under an obligation of confidentiality;
- 6.3.4 which is independently developed or acquired by the receiving Party without use of or reference to Confidential Information received from the disclosing Party;
- 6.3.5 which is disclosed in accordance with the requirements of law, any stock exchange regulation or any binding judgment, order or requirement of any court or other competent authority; or
- 6.3.6 which is disclosed to an affiliate of the Party on a need to know basis.
- 6.4 The Training Materials are issued by the Company and are intended for the exclusive use of the Client and shall not be published, used for advertising purposes, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of the Company.

- 6.5 Each Party shall be responsible for ensuring that all persons to whom Confidential Information is disclosed under the Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or entity, and shall assume full responsibility for any breach of said undertaking.
- 6.6 On expiry or termination of the Agreement for any reason and at the direction of the other Party, each Party shall return or destroy the other Party's Confidential Information which is at that time in its possession or under its control.
- ## 7. LIMITATION OF LIABILITY
- 7.1 With the sole exception of Article 7.5 but notwithstanding any other provision of the Agreement, neither Party shall be liable to the other Party for indirect, incidental or consequential losses or damages (including, without limitation, punitive and exemplary damages, loss of earnings, loss of production, loss of value or decrease in earnings from any goods or property, including, without limitation, loss of use, loss of financial advantage, business interruption or downtime).
- 7.2 Without prejudice to Article 7.1, the total liability of the Company and its affiliates, and their respective employees, agents, consultants, and subcontractors, in contract, tort (including, but not limited to, negligence, gross negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in any manner in connection with or related to the Training and the performance, or contemplated performance, of the Agreement shall be limited to the greater of:
- 7.2.1 A sum equivalent to three (3) times the amount of fees paid or payable by the Client to the Company in respect of the Training that give rise to the Company's liability to the Client; or
- 7.2.2 Ten thousand (10,000) euros.
- 7.3 The Client shall indemnify the Company and its affiliates, and their respective employees, directors, agents, consultants or subcontractors against, and hold them harmless against, all claims made by third parties for loss, damage or expense of whatever nature (including, but not limited to negligence and gross negligence) and howsoever arising, relating to the performance, purported performance or non-performance of any Service, to the extent that the aggregate of such claims for any one Service exceeds the limitation of liability as set out in Article 7.2 above.
- 7.4 Without prejudice to Articles 7.1 and 7.2, the Company shall not be liable to the Client for and the Client shall be precluded from bringing any claim for losses, unless notice of such claim is received by the Company before twelve (12) months after the earlier of (i) the date of performance by the Company of the Training which give rise to the claim, or (ii) the date when the Training should have been completed in the event of any alleged non-performance.
- 7.5 Nothing in this Agreement limits or excludes the liability of any party:
- 7.5.1 for death or personal injury resulting from the negligence of that Party; or
- 7.5.2 for any damage or liability incurred as a result of fraud, fraudulent misrepresentation or fraudulent concealment by that Party; or
- 7.5.3 for any other loss which by law cannot be excluded or limited.
- ## 8. FORCE MAJEURE
- 8.1 For the purposes of this Article 8, **"Force Majeure"** shall mean an event, the occurrence of which is beyond the reasonable control of the claiming Party, and which renders either the Client or the Company unable, wholly or in part to carry out its obligations under the Agreement (other than the obligation to make payments of sums due to the other Party), which inability could not have been prevented or overcome by the claiming Party exercising reasonable foresight, planning and implementation.
- 8.2 Neither Party shall be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder resulting directly or indirectly from an act of Force Majeure. If the Force Majeure event continues to prevent performance by one Party for more than fifteen (15) days, then the other Party will have the right to terminate this Agreement without incurring any liability whatsoever.
- ## 9. SUBCONTRACTING
- 9.1 The Company at its sole discretion may delegate the performance of all or a portion of the Training under the Agreement to an affiliate, agent or subcontractor of the Company without prior notice to the Client, and the Client hereby consents to such delegation.
- ## 10. GOVERNING LAW AND JURISDICTION
- 10.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by the law of the country where the Training is provided to the Client, and construed in accordance with, the laws of The Netherlands or Belgium, notwithstanding any conflicts of laws rules that could require the application of any other laws.
- 10.2 The parties irrevocably agree that the courts of The Netherlands or Belgium and shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter.
- 10.3 For avoidance of doubt, Company provides Training to clients in only The Netherlands and Belgium. If the Client is based in another country than Belgium or The Netherlands, than Dutch law will prevail and the Dutch courts will have the exclusive jurisdiction.