



TRAINING TERMS & CONDITIONS

1. Contract Formation

- These Terms & Conditions will govern the provision of the Services to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation order, specification or other document) except where any special terms and conditions are agreed to in writing by EUTEX INTERNATIONAL.
- Following a request from a prospective Customer to provide the Services, EUTEX INTERNATIONAL will request the appropriate forms to be completed, once the forms are received EUTEX INTERNATIONAL will issue a Course Confirmation, Quotation or a Proposal. If Customer accepts the Confirmation or asks EUTEX INTERNATIONAL to supply any services listed in the Quotation or Proposal or issues a purchase order for any services, the Customer will be deemed to have accepted EUTEX INTERNATIONAL 's Proposal.
- If a prospective Customer does not accept EUTEX INTERNATIONAL 's Quotation or Proposal within a 30-day period, but later purports to accept it, the purported acceptance will be an offer to treat. A contract will only come into existence when EUTEX INTERNATIONAL accepts the Customer's offer. EUTEX INTERNATIONAL may decline the Customer's offer.
- Venue for legal disputes and choice of law:
EUTEX INTERNATIONAL PTE LTD - Singapore

2. Services & Results

- EUTEX INTERNATIONAL will use reasonable endeavors to carry out Services with reasonable skill and care. EUTEX INTERNATIONAL will endeavor to complete the Services by an Estimated Completion Date, but any such date is an estimate only. EUTEX INTERNATIONAL will not be liable for any delay or failure to deliver or perform in accordance with an Estimated Completion Date.
- EUTEX INTERNATIONAL does not guarantee a specific outcome from the services provided. Individual delegates will be evaluated by written exam and/or practical demonstration, should they not meet the standards required, the delegate will not receive certification.
- Should a delegate fail, they can re-sit the modules and examinations for a fee equivalent per module.

3. Payment & Cancellations

- All charges for training courses are due upon receipt of invoice unless otherwise agreed in writing by EUTEX INTERNATIONAL.
- All bank charges associated with payments to EUTEX INTERNATIONAL are to be borne by the customer.
- Rescheduling or cancellation by EUTEX INTERNATIONAL
 - EUTEX INTERNATIONAL Reserves the right to re-schedule or cancel courses due to minimum delegate requirements 5 business days prior to date of course. If EUTEX INTERNATIONAL reschedules, the course fee will carry over to the new course. If EUTEX INTERNATIONAL cancels the course without rescheduling, then EUTEX INTERNATIONAL will promptly refund all fees paid.
 - EUTEX INTERNATIONAL is not responsible for cancellation fees incurred by the delegate (i.e. travel, accommodation, etc.) should



- EUTEX INTERNATIONAL cancel or reschedule a course because of course minimum delegate requirements or force majeure.
- Customer cancellation with notice of confirmed course reservations will be subject to the following fees:
 - Cancellation of any reservations more than 4 weeks prior to course date; the payee can request full refund or can reschedule 1 time
 - Cancellation of any reservations made between 2-4 weeks; the payee will be charged 50% of the course fee or can reschedule 1 time
 - Cancellation of any reservations made within 14 days; the payee will be charged 100% of course fee.
 - No shows will not be entitled to a refund or reschedule. In situations where proven extenuating circumstances prevent the delegate from attending, a reschedule will be considered on a case-by-case basis.
- Only where agreed in writing, payment of all invoices will be made by the Customer to EUTEX INTERNATIONAL in full in currency denominated on the invoice, no later than thirty (30) days from the date of the invoice.
- In the event of late payment by Customer, EUTEX INTERNATIONAL will be entitled, without limiting any other rights and remedies it may have:
 - To suspend the Services and/or cancel any of its outstanding obligations under the Contract.
 - To levy a service charge to cover administrative and other associated costs in relation to overdue accounts at the rate of 2% per month on all unpaid accounts; and
 - To Charge interest on any outstanding amount accruing from time to time at the rate of 10% per annum above the base rate.
 - To withhold accreditation and certificates of completion until such time all customer obligations are paid.
- The Customer will have no right to set off any amounts owing to it by EUTEX INTERNATIONAL against unpaid invoices due to EUTEX INTERNATIONAL.
- Any claim or query by the Customer in respect of invoiced price of the Services, should be directed accountssg@Eutexinternational.com

4. Complaints

- Any complaints may be sent to train@eutexinternational.com. EUTEX INTERNATIONAL will do everything possible to resolve any issue(s) and to ensure customer satisfaction.

5. Intellectual property

- Nothing in these Conditions grants the Customer any license to or any other right under any Intellectual Property Rights of or used by EUTEX INTERNATIONAL existing at the date of the Contract, other than those rights specifically set out in this Clause 6.
- The Intellectual Property Rights of the Course Materials will be the property of EUTEX INTERNATIONAL only. The Customer will have no interest in any Intellectual Property Rights of or used by EUTEX INTERNATIONAL relating to Courses offered, course materials or Services provided, except with regards to Certification.
- The Customer may not distribute any Course Materials to any third party or share its use with any third party (whether on a commercial basis, free of charge or otherwise), and Customer may not sub-license the use to any third party.
- The Customer may not modify, adapt, reverse engineer, decompile or disassemble the whole or any part of the Course Materials for any purpose.



6. Warranties and Indemnities

- The Customer warrants that it has provided EUTEX INTERNATIONAL with all necessary information in relation to the Services to be provided by EUTEX INTERNATIONAL.
- The Customer will indemnify EUTEX INTERNATIONAL and EUTEX INTERNATIONAL Affiliates from and against all actions, claims, damages, losses and expenses (including, without limitation, legal and other costs and expenses) incurred by EUTEX INTERNATIONAL and EUTEX INTERNATIONAL affiliates because of or in connection with the Customer's breach of warranty set out in 6(a).
- The Customer warrants that it has not been induced to enter into the Contract by any representation or by any warranty (whether oral, or in writing, or in any other form) except those expressly made in the Contract. The Customer waives all claims for breach of any warranty and all claims for any misrepresentation (negligent or of any other kind, unless made by EUTEX INTERNATIONAL fraudulently), which is not specifically set out in the contract as a warranty.

7. Limitation of Liability

- Nothing in these Conditions limits EUTEX INTERNATIONAL 's liability for fraud or negligence or any other liability which may not, by law, be excluded.

8. Force Majeure

- EUTEX INTERNATIONAL will not be liable for any failure to fulfill the Contract or any term or condition of the contract if fulfillment has been delayed, hindered or prevented by circumstances beyond its reasonable control including but not limited to fire, explosion, flood, tempest, unusually adverse weather conditions, failure or shortage of power supplies, fault or failure of plant or machinery, war, hostilities, riots, acts of terrorism, strikes, lock-outs or other industrial action or trade dispute.
- EUTEX INTERNATIONAL will promptly notify the Customer if a Force Majeure Event arises and during the period in which EUTEX INTERNATIONAL is prevented from performing the Contract the Customer will be entitled after giving EUTEX INTERNATIONAL written notice of its intention to seek services elsewhere at its own cost and risk and EUTEX INTERNATIONAL shall not be obliged to make up deficiencies which arise as a result.
- If a Force Majeure Event exceeds one month, EUTEX INTERNATIONAL may cancel the Contract without liability. At that time a full refund will be given of any sums paid.