

## TERMS AND CONDITIONS

### 01 ] Entrance requirement

Both levels are required to participate:

- Engineer
- I&C Technician

### 02 ] Examination & Diploma

Those who attend this course are automatically qualified to take the Certification Examination. There are no additional expenses to participate in the exam. An 80% pass mark is required and the examination length will not exceed 2 hours. Those who obtain a positive result will receive a certificate which is registered with our company.

### 03 ] Language of courses

Lecturing and course documentation will be held in the English language. It is a condition of this agreement that the purchaser warrants that those attending the course have an adequate understanding of the English language and are capable of effective communication in both written and spoken English. De Jong Europe BV reserves the right to utilize the services of interpreters approved by the company where, in the opinion of de Jong Europe BV, course attendees do not display an acceptable level of understanding of English language. Costs for such service will be to the purchaser's account.

### 04 ] Staff working hours

Our lecturing staff shall normally work a basic 8 hour day, 5 days. Each daily class ( 5 days / week ) will be limited to 6 hours. The remaining 2 hours per day is intended to give the instructors sufficient time to prepare the next session's work plan. Time worked in excess of this basic week shall be treated as overtime and charged to the purchaser accordingly.

### 05 ] Lecturing staff

The training course will be presented by a highly qualified professional with GE field and training experience.

### 06 ] Payment

The course fee must be paid in full, no later than 20 working days prior to the start of the course. De Jong Europe BV reserves the right re-allocate the course place to another delegate if payment is not received on time.

### 07 ] Postponement of courses

In the event of that the purchaser elects to postpone (part of) the course which are subject of this agreement, de Jong Europe BV may levy any additional charge related to the costs incurred by the company by reason of said postponement.

### 08 ] Cancellation

In the event that the purchaser should cancel the course which are the subject of this agreement, the purchaser shall be liable for the cancellation charges as follows:

- Less than 20 days prior to commencement of course - 100% of contract value
- From 20 days - 30 days prior to commencement of course - 40% of contract value
- Over 30 days prior to commencement of course - 10% of contract value

### 09 ] Liability

Whilst the lecturing staff are employed on the purchaser's site, de Jong Europe BV shall indemnify the purchaser in all respects of all damage or injury to property or persons occasioned solely by the negligence or breach of statutory duty by de Jong Europe BV or any of its subcontractors and for no other cause. De Jong Europe BV will insure the lecturing staff against personal accidents whilst carrying out the services provided hereunder.

Provided always that no circumstances whatsoever shall de Jong Europe BV be liable for any loss or any property or persons caused by;

- Any acts or omission (including but not limited to negligent acts or omissions) of the purchaser, its employees, contractors, subcontractors or agents.

- Failure or malfunction of any tools, equipment, facilities or devices provided with the purchaser.
- Use of instruments and / or the making of adjustments by the purchaser, its employees, contractors, subcontractors or agents, contrary to the advise or otherwise without the agreement, to or knowledge of de Jong Europe BV.
- De Jong Europe BV shall have no responsibility for the competence of the employees or attendees of the purchaser, whether before or after the completion of the training. Nor shall de Jong Europe BV be responsible for any accidents caused by the employees or attendees of the purchaser while the same are working of any equipment or machinery, or for any other injuries or losses suffered by them or by the purchaser in connection therewith, whether occurring before or after the completion of the training.
- Whilst every effort is made by de Jong Europe BV to ensure that the purchaser's employees or attendees on the said course obtain maximum benefit from the course, de Jong Europe BV is unable to guarantee the specific progress of each individual employee or attendee.
- Under no circumstances whatsoever shall de Jong Europe BV be liable to the purchaser by way of indemnity or by reason of any breach of contract or of statutory duty or by reason of tort (including but not limited to negligence) for any loss of profit, loss of use, loss of production of electricity or steam, loss of use whether complete or partial, loss of contracts or for any financial or economic loss for any indirect or consequential damage that may be suffered by the purchaser.