

TERMS AND CONDITIONS

VALIDITY AND ACCEPTANCE OF THESE TERMS

These general conditions apply to all agreements between Epseelon sprl and its customers, provided there is no deviation in special conditions or agreements.

Our general and our special sales and delivery conditions are considered to be accepted by our client, even if it would conflict with his own general or special conditions. The latter are only binding when we have explicitly accepted them in writing. Our agreement may in no case be derived from the fact that we accepted the trade agreement would without protesting against the provisions related to the general or special conditions or other similar provisions of the buyer. The appointee, employee, spouse or any other relative of the purchaser represents him and is supposed to have the necessary mandate to legally bind the purchaser to us.

QUOTATIONS AND ORDERS

All quotations and price lists are binding and are only by way of information so that they not entail commitment. Our prices are subject to change without prior message. Any order or commission made by the customer is binding, but Epseelon sprl is only bound after written confirmation. Costs, packaging and taxes regarding the ordered products are not included in our prices. Transport costs are borne by the customer.

COMMITMENTS

Our intermediaries, representatives, agents and employees have no right to bind the company in any way. Orders or contracts made by them are valid only after written confirmation by a delegate director or a duly authorized person of Epseelon sprl

We reserve the right to refuse orders which we have not confirmed in such way.

APPLICATIONS

Registrations for courses or examinations can only be done in writing (letter, fax or email) or via one of our websites (www.epseelon.com or www.chainskills.com).

The date of registration shall be the date of receipt of the registration.

Telephone registrations must still be written and confirmed within 3 working days.

Mail applications can be sent to:

Epseelon sprl

Chemin du Masy 22

B-1325 Corroy-le-Grand

Tel.: + 32 (0) 492 77 87 79

Email: training@epseelon.com

A registration is only definitive after confirmation by Epseelon sprl.

DATES AND HOURS

The courses which are given and the dates on which they occur are listed on our websites (www.epseelon.com or www.chainskills.com).

Epseelon sprl reserves the right to change this schedule at any time without previous notice.

Courses are given on weekdays, between 9.00 and 16.30. with a lunch break of about one hour.

Examinations may be started from 9.00 to 13.00 (if the maximum length of the exam is 4 hours) or 15.00 (if the maximum duration of the exam is two hours.)

FEES, BILLING AND PAYMENT

The course fees are listed on our websites. Lunch, breakfast, coffee and tea are included in the course fees. These rates are without VAT. The Company reserves the right to adjust its course fees, unless the course fee has been confirmed to the client in writing. Payment must be made within the period indicated on the invoice by payment of the billed amount shown on the invoice to the account of the Company, stating the invoice number. In case of advance billing the

Company reserves the right to deny access to the course if the invoice has not been paid on the date of commencement of the course.

Laptops and other hardware are not provided for these courses, unless explicitly stated otherwise in the course description.

CANCELLATION, POSTPONING OR REPLACEMENT

The customer may send a substitute in place of the registered trainee if desired.

If Client:

- a) Is a private individual then Client has the right to cancel a Distance Contract during 7 working days after the conclusion of the Distance Contract without reason provided that Epseelon has not commenced delivery of the course and/or service during this period of 7 working days.
- b) cancels a course and/or service; requests a postponement of a course and/or service, and Epseelon honours this request, then Client will, without prejudice to the reflection period as referred to in art. 7.2 paragraph a) in the case of a Distance Contract is applicable, owe Epseelon cancellation costs and/or postponement costs, which are calculated on the basis of a percentage of the price of the course and/or service, as follows:

If Epseelon cancels or postpones a course and/or service at the customer's request, the customer will owe Epseelon a course/service cancellation or postponement fee calculated as a percentage of the price of the course and/or service, as set out below:

Cancellation/postponement request	Cancellation Fee	Postponement Fee
More than 3 weeks before start of the course and/or service	None	None
In the 3rd and 2nd weeks before the start of the 1st course and/or the 1st day of the start of the service	50 %	25 %
Less than one week before the start of the 1st course day and/or the 1st day of the start of the service	100 %	50 %

The customer must submit cancellation and postponement requests in writing. The customer will receive written confirmation from Epseelon. The postmarked date of a written cancellation sent by post will be taken as the time of cancellation. In the case of cancellation electronically, the time of receipt of the electronic message by Epseelon will be taken as the time of cancellation.

From the first day of the start of the course and/or service, the customer may no longer request postponement. In such cases the total cost of the course and/or service will be payable. Subject to the costs stated in the table above, the customer will have a possibility after cancelling the course to take a replacement course.

If the customer fails to fulfil any obligation under these General Conditions and consequently Epseelon dissolves the agreement or suspends its performance, the customer will be under obligation to pay Epseelon the full price of the course, without prejudice to the right of Epseelon to require complete compensation for incurred damage.

PREVENTION

The Company will make every reasonable effort to ensure the courses or exams will take place as scheduled. The Company shall not be liable if a course or exam in whole or in part needs to be cancelled because of reasons of force majeure. The reasons of force majeure will be considered

all circumstances of such a nature that fulfilment of the Agreement couldn't reasonably be expected from the Company, and in any case the partial or total failure of a third party, government measures, illness of irreplaceable staff, business- or other disorders, seizure, fire, defects in the course material, and furthermore any other fact that the Company could not reasonably have foreseen, or on which no influence could be exercised.

If the Company due to force majeure couldn't or could only partially provide a course, it is entitled to postpone the course or to wholly or partially dissolve this agreement, in which case the client will be refunded a fair share of the total fee, in which case the Company will be discharged of all its obligations. The foregoing list is not restrictive. Epseelon sprl has no obligation to prove the unforeseeable nature of the circumstances that force majeure. Client is not entitled to any compensation.

INTELLECTUAL PROPERTY

All intellectual property rights associated with any intellectual property arising from the performance of the Services and the documents and other work created by the Trainer or by the Company pursuant to this Agreement shall belong to Epseelon sprl.

LIABILITY

Although the Company will endeavour to teach courses to the best of its ability, the Company - except in cases of intent or gross negligence on the part of the Company or its managers - is not liable for any of the clients or his staffs claimed damages, including damage directly or indirectly arose from or otherwise regarding the use of the course material, the content of the course, the application or its outcome. The client obligates himself to indemnify the Company for possible claims by third parties for such damages. Any possible liability of the Company for damages is in any case limited to the fee the client paid for the relevant course(s).

COMPLAINTS

Any complaint regarding services or goods must be notified to us by registered letter within eight days after the execution of the service or delivery of the goods. After this period, the complaint will not be observed. Any complaint regarding our invoices must be sent to us by registered letter within 10 days after their receipt. When this does not happen, the invoices are regarded as accepted, without reservation. A complaint can not in any case justify a suspension of payment.

PAYMENT

Any order placed by the customer is final, regardless of whether or not an advance was paid. The advance paid by the buyer will be deducted from the order price. All invoices are payable at our registered office, in cash, net and without discount, unless otherwise stated on the invoice. If Client is a private individual, payment solely takes place through credit card via the website of Epseelon. In case of delay or tardiness lawfully and without notice interest are due at the rate of 13% per year, also a compensation equal to 20% of the invoice amount, this compensation will not amount to less than € 125. The non-payment on the due date of a single bill, the protest of a bill (even if it was not accepted), any application for composition amicable or court, any request to delay payment, even official, or any other fact that shows the clients inability or failure to pay, makes the balance of all the other, not even expired invoices immediately due and payable without notice. Moreover, Epseelon sprl reserves in these cases the right to, without notice, suspend all deliveries.

SOLIDARITY

If the invoice at the request of the client was prepared in the name of a third party, the client and the third party are jointly liable for the payment and other obligations arising from the general and special Terms and Conditions.

EXPLICIT TERMINATION CLAUSE

The parties expressly agree that the provisions of this clause warrant an explicit termination. Notwithstanding its right to compensation, maintains Epseelon sprl the right to dissolve or terminate this contract at any time without notice or compensation, because of the non-payment on the due date of a single bill, the protest of a bill (even if it was not accepted), any application

for composition amicable or in court, any request to delay payment, even official, or any other fact which the customer is clearly failing to pay.

EXCLUSIVE JURISDICTION

Any dispute regarding this contract falls exclusively within the competence of the courts of the judicial district of Brussels and, where appropriate, under the jurisdiction of the Peace Judge of Brussels. These courts are explicitly recognised and accepted as the only competent jurisdiction by both parties. Any dispute between the customer and Epseelon spri is exclusively under the jurisdiction of Belgian law.