



# GENERAL TERMS & CONDITIONS TRAININGS

**TVH EQUIPMENT**

## TVH EQUIPMENT NV

### SPECIAL CONDITIONS REGARDING TRAINING COURSES

#### Art. 1 Applicability

- 1.1 The legal relationship between TVH Equipment NV (hereinafter referred to as "TVH") and the Principal and Participant is governed exclusively by the General Terms and Conditions of Sale and the present Special Conditions. The references in the General Terms and Conditions of Sale to the Buyer, Seller and Products shall be regarded, for the purposes of the present Special Conditions, as being references to the Principal/Participant, TVH and the Training Course.
- 1.2 By virtue of their Registration, the Participant and Principal accept the application of TVH's General Terms and Conditions of Sale and Special Conditions, to the exclusion of their own general and special conditions.
- 1.3 If the Principal handles the Registration of a Participant, the Principal undertakes to make the Participant aware of these Special Conditions and to ensure that they respect them. The Principal covers TVH against any claim by the Participant.

#### Art. 2 Definitions

Unless provided otherwise, the following terms with capital letters shall have the meanings indicated below.

<b>Participant</b>	The persons registered by the Principal, or the individual(s) signing up to attend one or more Training Courses given by TVH. Participants must be aged at least 18.
<b>Registration</b>	The despatch to TVH of a completed registration form for attendance at one or more Training Courses given by TVH.
<b>Assignment</b>	A Training Course tailor-made to the Principal's specific requirements by TVH.
<b>Principal</b>	Any company, institution or individual negotiating with TVH about the provision of a Training Course or having registered itself or one or more Participants with TVH to attend one or more Training Courses.
<b>Training Course</b>	A training, refresher or updating training course, study or thematic day, workshop or any other form of training provided by TVH.
<b>TVH</b>	TVH Equipment NV with its registered office at Brabantstraat 15, 8790 Waregem, Belgium, entered on the RPR in Kortrijk under number 0414.262.650.
<b>TVH Trainer</b>	The natural person(s) or legal entity(ies) appointed by TVH to dispense the lessons during the

Training Course, in part or in full.

#### Art. 3 Creation of the Agreement

- 3.1 Offers are free of charge and are valid for fifteen (15) working days. Offers relate only to a proposal by TVH and do not commit TVH, even after acceptance by the Principal.
- 3.2 The price of a Training Course includes all the services described in the offer. All additional costs, including, but not limited to, expenses for travel, overnights, meals, customs clearances for educational or practical material, etc., which TVH or the TVH Trainer have to incur in order to organise the Training Course shall be payable by the Principal. All expenses which a Principal or Participant has to incur in order to attend the Training Course shall be payable by the Principal.
- 3.3 The agreement for the provision of a Training Course shall not come into existence until TVH has confirmed the Registration in writing to the Principal.
- 3.4 If the Principal or Participant is an individual, he or she must pay the total price by no later than the day of the Training Course, and provide proof of payment. If the payment is not made in time, TVH or the TVH Trainer shall be entitled to refuse the Principal and/or Participant access to the Training Course, without TVH's losing the right to demand payment of the full price, as set out in Art. 5.2.
- 3.5 All Training Courses are held subject to sufficient numbers of Registrations. Where the number of Registrations falls short, TVH shall have the right to cancel the Training Course without being required to pay any form of compensation.
- 3.6 TVH processes Registrations in the order in which the registration forms arrive. TVH will not accept registration forms which are filled in incompletely or incorrectly.
- 3.7 Any physical or mental ailment (illness, allergy, etc.) which might have a bearing on the ability to follow a Training Course must be reported to TVH at the time of Registration at the latest.

#### Art. 4 Training Courses and Assignments

- 4.1 TVH reserves the right to refuse Participants who are unable to follow the Training Course safely. Participants declare by their Registration that they are suitable, able and insured to follow the Training Course.
- 4.2 If the Training Course takes place in a location chosen by TVH, TVH reserves the right to change the said location as it sees fit.
- 4.3 If an Assignment takes place in a location chosen by the Principal, the Principal shall not have the right to change the said location unilaterally. The Principal may only change the location by agreement with TVH and only after the latter's written consent.

- 4.4 If an Assignment takes place in a location chosen by the Principal, the latter shall:
- 4.4.1 make available, free of any charge, a suitable lecture room (with heating and electricity), a whiteboard or flip chart and suitable writing implements, a projector and projection screen or wall, and if the nature of the Training Course so requires, a suitable practice area with practice objects and one (1) practice device per two (2) Participants; and
  - 4.4.2 ensure that the Training Course is not carried out under conditions which are dangerous or insalubrious, or which contravene any law or regulations. It shall take all necessary measures to ensure that this is the case, and ensure that the TVH Trainer, employees and/or agents of TVH are formally informed of all safety provisions applicable in the place where the Training Course is to be carried out; and
  - 4.4.3 acknowledge that TVH is only liable for damage suffered by the Principal as a result of gross negligence or deliberate fault by TVH or the TVH Trainer.
- 4.5 Depending on the Participants' level of knowledge, intervening modifications to the Training Course programme and/or intervening changes to the specific circumstances which could not reasonably have been anticipated in advance, the actual duration of the Training Course may be shorter or longer than originally announced by TVH.
- 4.6 TVH undertakes in this regard to do everything necessary to carry out the Training Course in accordance with good practice. The agreement between TVH and the Principal/Participant imposes upon TVH a best endeavours obligation, not an obligation to achieve a result. At the end of the Training Course, TVH may issue a certificate of attendance of the Training Course. Attendance at the Training Course does not automatically entitle the Participant to a diploma: only passing a test or examination whereby the Participant demonstrates that he or she has a level of knowledge set out in the relevant legislation, regulation or standard gives the Participant the right to a corresponding diploma or certificate. Unless otherwise specified in the Training Course description, TVH does not run any tests or examinations as part of the Training Course.
- 4.7 Insofar as TVH depends, for the purposes of proper compliance with its obligations, on information from, or collaboration by, the Principal, or the Participant(s), TVH shall be relieved of its obligations where such information or collaboration is not provided in a timely, correct or complete manner.
- 4.8 The Participants shall obey the instructions and demands of TVH and the TVH Trainer at all times.

They declare that they have been made aware of the TVH house rules and accept them.

- 4.9 The Participants shall treat the educational equipment or material supplied with the utmost care and respect. Should such equipment or material be lost or damaged, the Participant shall pay for all consequential damage.
- 4.10 Minor errors in the educational equipment or material supplied, including, but not limited to, typing mistakes, incorrect illustrations, graphics, drawings, symbols or photographs, and minor editorial mistakes shall not be grounds to reject the Training Course or change the agreed price.
- 4.11 For reasons of quality improvement and/or reprogramming, TVH reserves the right to change the Training Course programmes in the meantime. No rights may be granted to the brochure, website, etc.
- 4.12 If a Participant fails to abide by the conditions in this Art. 4, TVH, or the TVH Trainer, may, notwithstanding any other legal options available under common law, exclude the said Participant from the Training Course and the said Participant shall have no right to any compensation or reimbursement of any Course expenses or other expenses.

## **Art. 5 Changes to the Registration by the Principal/Participant**

- 5.1 Cancellation by the Principal or Participant may be notified only by email, fax or (registered) letter to TVH.
- 5.2 Cancellation of participation in a Training Course up to fifteen (15) working days before the scheduled date of the Training Course will not be charged for. In the case of cancellation between fifteen (15) and three (3) working days before the date of the Training Course, TVH will charge 50% of the price. If a cancellation is made within three (3) working days before the date of the Training Course, or if a Participant fails to turn up, TVH will charge 100% of the price.
- 5.3 Complete cancellation of a Training Course taking place following an Assignment by the Principal may be made free of charge up to one (1) month before the scheduled date of the Training Course. In the case of cancellation between one (1) month and three (3) working days before the scheduled date of the Training Course, TVH will charge an administration fee of 15% of the price, plus any costs in accordance with Art. 3.2, provided that TVH can justify them. If a cancellation is made within three (3) working days before the scheduled date of the Training Course, TVH will charge 100% of the price, plus any costs in accordance with Art. 3.2, provided that TVH can justify them.

In the case of partial cancellation of a Training Course taking place following an Assignment by the Principal within ten (10) working days before the scheduled date of the Training Course, the

Principal shall still remain liable for 100% of the price, plus any costs in accordance with Art. 3.2, provided that TVH can justify them.

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TVH has no obligation to reorganise a Training Course taking place following an Assignment but which the Principal cancels in full or in part.

- 5.4 Where an unregistered natural person or legal entity applies to participate at the beginning of a Training Course, TVH or the TVH Trainer shall permit such participation only insofar as the maximum number of available places has not been filled.

## **Art. 6 Force majeure**

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- 6.1 In the event of force majeure, as defined in Art. 7.5 of the General Terms and Conditions of Sale, TVH may cancel the Training Course with no further compensation. In such a case, TVH shall notify all Principals and Participants as quickly as possible and as appropriate refund the price paid.

## **Art. 7 Intellectual property**

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- 7.1 All educational equipment and material, specifically including software and training methods, shall remain the exclusive property of TVH. Such property is protected by the intellectual property rights of TVH.
- 7.2 This may not be used, exploited, processed, reproduced or divulged to third parties by the Principal or Participants in any way without the prior written consent of TVH.
- 7.3 If the Principal or Participants make available in the widest sense of the term drawings, models or other references for the purposes of the compilation of the educational equipment and material, the Principal or Participant takes full responsibility and liability that the preparation of the educational equipment and material does not breach any intellectual property right belonging to third parties. The Principal or Participant shall cover TVH against all claims by third parties in this regard.

## **Art. 8 Complaints**

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- 8.1 Complaints may be lodged in writing to TVH within eight (8) days after the Training Course. They must give grounds. Undated and/or anonymous claims will not be entertained by TVH.
- 8.2 The provisions regarding the handling of complaints in the General Terms and Conditions of Sale shall apply, insofar as they are compatible.
- 8.3 All complaints will be handled with the necessary discretion and an answer issued within fourteen (14) working days after receipt.