

GENERAL TERMS AND CONDITIONS OF THE IQTC INTERNATIONAL QUALIFICATION & TRAINING CENTER

1. Field of Application

- 1.1. These Terms and Conditions are valid for all vocational education services, including, but not limited to education services, retraining, in-service education, certification, topical workshops including with the use of electronic information systems, remote access systems, etc. (hereinafter referred to as the Educational services), offered by SIA IQTC Management (hereinafter referred to as IQTC) both on its own behalf and on behalf of TÜV Rheinland Akademie GmbH.
- 1.2. Taking into account that the Customer, legal or natural person, including individual businessman, concluding a Contract or confirming its intentions by means of payment for services, wants to get highly-qualified educational services, provided by IQTC, and IQTC has the necessary knowledge, experience, qualification and facilities for the provision of such educational services to the Customer; the Parties agree with these General Service Provision Conditions, presented in this document.
- 1.3. These Conditions only represent an offer jointly with the commercial offer in electronic or written form or as a Contract. The Contract between the Customer and Contractor is considered to be concluded from the day of signing of the Contract or acceptance by the Customer of the commercial offer containing reference to these Terms and Conditions.

2. Commercial Offers

- 2.1. All the commercial offers of IQTC, expressed in written or verbal form, are presented on the website or in social networks or by means of mass media and are considered to be preliminary commercial offers and consequently are not indissoluble till the Parties sign the Contract or conclude any other bilateral agreement.

3. Contract

- 3.1. The Contract is a signed agreement of the Customer and IQTC on the service provision order, including these Terms and conditions, if necessary additional agreements, complementary, changing or abolishing rights and obligations of the Parties.
- 3.2. The Contract is also acceptance and payment by the Customer for the commercial offer for educational services of IQTC, presented on the official IQTC website. In this case only these Terms and Conditions are applicable.
- 3.3. The Contract comes into force from the moment of receipt of payment to the IQTC account as a payment for educational services and remains in force up to the moment of completion of educational service provision by IQTC. In order to avoid disputes, misunderstanding and other difficulties during the service provision the Parties agreed that obligations of the Parties to fulfil conditions of this Contract are mutual. In particular, absence of payment from the part of the Customer, allows IQTC not to start the fulfilment of its obligations until the moment of receipt of the payment.

4. Educational Services

- 4.1. IQTC, having the necessary knowledge, experience, qualification and facilities for educational service provision to the Customer, is a non-state commercial educational centre registered according to the legislation of the Republic of Latvia, a licensed, certificated and authorised representative of TÜV Rheinland Akademie in the Baltic States.
- 4.2. IQTC has the right to choose and determine the method and form of the provided educational services independently if these methods and forms are compatible with the legislation of the Republic of Latvia and international education standards.
- 4.3. The educational services are provided in accordance with the published programme content, valid legal requirements and actual technical norms.
- 4.4. IQTC reserves the right to change the teacher or time or content of the educational programmes at any time if such changes do not influence the ultimate target/result of

the educational services.

- 4.5. Changes in content of the educational programmes influencing the ultimate target/result of the educational services are acceptable only in the case of consent received from the accrediting bodies and/or TÜV Rheinland Akademie.
- 4.6. In the case of force majeure circumstances, for example, a teacher's illness, emergency situations in educational or manufacturing premises, disconnection of water, electricity, and gas supply or in cases of an incomplete group for the declared programme, IQTC has the right to abandon to provide a course/programme. Herewith IQTC returns all the paid money to the Customer to the full extent.
- 4.7. In the case except as otherwise provided herein, IQTC has the right to complete educational groups at its own discretion without any agreement with the Customer, inviting any third parties to take part in them.
- 4.8. IQTC has the right to attract third parties (experts working on the basis of the author agreements) for the provision of educational services to the Customer upon the condition that their qualification is sufficient for the set aims.
- 4.9. Absence of the Customer or his staff at the courses on the basis of valid excuses or on any other basis is not a reason for the cancellation of such course/programme/workshop. In this case the course/programme/workshop is considered to be provided and is subject to complete payment.

5. Provision Terms of Educational Service

- 5.1. Terms for the beginning and period of educational service provision are obligatory only after final and univocal written confirmation by IQTC.
- 5.2. In the case that a condition for participation in the courses, programmes or workshops is the necessity of documentary confirmation of the previous qualification, profession or any other knowledge or skills, health condition and other obligatory approved course, programme or workshop conduction, terms can be postponed till the moment of provision of all the documents required from the Customer.
- 5.3. In the case that the Customer is unable to present all the necessary documents in time he can be refused from taking part in the courses, programmes or workshops. In this case only 50 % of the prepaid amount will be returned to the Customer.

6. Obligations of the Customer

- 6.1. The Customer is obligated to present IQTC with all the information necessary for the provision of the educational services in time.
- 6.2. The Customer guarantees that in the case of necessity, for example, in the case of on-site courses, programmes or workshops all the actions necessary for the educational service provision, premises or third parties' services from his part will be provided for IQTC in good time and free of charge.
- 6.3. If educational service provision, in the case of delayed actions necessary for the educational service provision, presentation of premises or third parties' services results in delays or additional charges, the Customer is under an obligation to compensate IQTC for such charges even if the commercial offer or contract states a fixed service provision price.

7. Terms of Payment

- 7.1. Unless otherwise agreed in the Contract or Commercial offer the payment for the offered planned courses, programmes, workshops should be made in full 10 days prior to the beginning of the educational service provision. In the case of incomplete or untimely payment of the offered courses IQTC reserves the right to refuse the provision of educational services to the Customer. Payment under the Contract is an advance payment for IQTC services in terms of the civil legislation of the Republic of Latvia, there is no interest calculated for the payment amount under the Contract.
- 7.2. In the case that the parties agree on payment after completion of the educational services the complete payment, without any withholdings, should be made not later than within 5 days after the completion of educational service provision.
- 7.3. Invoices should be paid by the Customer with an indication of the invoice number and

the customer number. In the case of untimely payment IQTC has the right to apply a fine amounting to 0.5 % of the total due payment for the services for every day of delay.

8. Service Acceptance Procedure

- 8.1. IQTC offers modular vocational training and can if necessary require both acceptance of the whole service or its separate parts (modules) from the Customer.
- 8.2. In the case of inappropriate educational service provision the Customer should inform an authorised representative or head of IQTC about it in written form. Such complaints are addressed in accordance with the set procedure.
- 8.3. In the case if during educational service provision or not later than on the third day after completion of the educational service provision, the Customer does not present a complaint in accordance with the set procedure, the service is considered to be accepted.

9. Confidentiality

- 9.1. The exclusive rights for developments, methods, processes, modes, ideas, concepts, commercial secret and know-how, as well as other results of creative activity of IQTC in accordance with the terms of these General rules, remain the property of IQTC. The Customer has no right to use them without the preliminary written consent of IQTC for such use.

In regard to these General rules and any information, presented in connection with the Contract and marked by a disclosing Party as confidential, the Recipient of information is obligated:

 - a) to maintain confidentiality of such information by means of grounded and applicable methods or in accordance with the professional standards;
 - b) to use confidential information only for the fulfilment of the obligations under the signed Contract;
 - c) to reproduce confidential information only in the case that it is necessary for fulfilment of the obligations under the signed Contract.
- 9.2. The obligation not to disclose the confidential information is valid during the whole term of the signed Contract, as well as for 24 months after the termination of its validity term.

10. Responsibility of the Parties

- 10.1. Responsibility of IQTC is limited to the direct losses borne as a result of gross negligence or intentional unlawful acts of IQTC (IQTC employees, third persons, attracted by IQTC) during the service provision. IQTC is in no case responsible to the Customer or any other third person for indirect, or determined by any particular circumstances, casual or penal damages, losses or charges (including without limitation loss of profit), even if IQTC was notified about the possibility of such losses.
- 10.2. Services and results of the service provision are intended for use by the Customer only. The Customer herewith is obligated to compensate the Contractor for any damages, losses or charges incurred to the Customer directly or indirectly as a result of the use of the services and/or results of the service provision by any third person.
- 10.3. The Customer is obligated not to pass information received with the use of IQTC information systems in electronic or any other form to third persons without prior written approval of IQTC. The customer is fully responsible for the safety of his password and losses that may arise due to its unauthorised use by persons not having the right to access IQTC information resources, namely: completion of actions, related to the elimination, modification, distortion, copying, blocking of information, unlawful interference in IQTC information resources.
- 10.4. In order to avoid misinterpretation of these general conditions, IQTC is not responsible, in particular:
 - for losses and other consequences due to any defects, failures in any electronic and mechanical equipment or software, not belonging to IQTC;
 - for losses and other consequences due to the impossibility of service provision

through the Customer's fault (absence of computer equipment with necessary software and hardware corresponding to the requirements for work with the Systems; software and hardware failures of the Customer's computers; viruses in the Customer's computers; failures or limitations enforced by the Customer's provider);

- for actions, accomplished in IQTC information systems by the Customer, conflicting with the current legislation, regulations and instructions of the information systems, causing losses and other negative consequences to third persons;
- for actions, accomplished in IQTC information systems by third persons, conflicting with the current legislation, regulations and instructions of the information systems, causing losses and other negative consequences to the Customer.

11. Force Majeure Clauses

- 11.1.** The Parties are relieved of responsibility for partial or complete non-fulfilment of their obligations under the signed Contract due to natural disasters, military actions and any other force-majeure circumstances, as well as consequences caused by these circumstances, directly influencing the fulfilment of this Contract. The time stipulated for the fulfilment of the obligations under the signed Contract shall be extended for the period equal to that during which such circumstances and their consequences remain in force.
- 11.2.** In the case of force majeure circumstances the Party for whom it becomes impossible to fulfil its obligations undertakes to immediately advise the other Party of the above mentioned circumstances in written form. Such notification should include the character of these circumstances, as well as an evaluation of their influence on the fulfilment of obligations under the signed Contract. The notification is sent by registered mail with delivery confirmation.
- 11.3.** If the above circumstances continue to be in force for more than 6 months and it seems like they will not cease, each Party shall have the right to cancel this Contract upon the sending of a notification to the other Party.

12. Dispute Settlement Procedure

- 12.1.** All disputes and differences that may arise out of the signed Contract or in connection with it are to be settled by the Parties in accordance with the features of the services provided by the Contractor by means of negotiations or bilateral consultations, both by phone and by e-mail or any other communication means. Pre-court dispute settlement procedure is obligatory for the Parties. The term for an answer to the claim is set equal to 10 (ten) calendar days from the day of receipt of such claim.
- 12.2.** In the case that the Parties fail to come to an agreement in relation to the disputed issues, such disputes are subject to settlement in an Arbitration court in accordance with the legislation of the Republic of Latvia.
- 12.3.** Without prejudice to the other rights foreseen by this Contract, IQTC, in the case of any dispute and/or contradictions in relation to the responsibility of any of the Parties under this Contract, has the right to halt service provision until the day when such dispute is settled.

13. Other Provisions

- 13.1.** After termination of the Contract the Parties are not relieved of responsibility to fulfil their obligations in connection with the Contract due to non-fulfilment or improper fulfilment by them of one or another obligation.
- 13.2.** Each of the Parties is authorised to conclude this Contract and has the right to conclude and fulfil this Contract and accept all the necessary corporate and other measures for service provision approval subject to the conditions of this Contract and permission for the conclusion and fulfilment of this Contract that is legal, having legal force and representing a binding obligation for the Party having legal recognition according to the terms of the Contract.
- 13.3.** Conclusion and fulfilment of this Contract in all respects will not violate any provisions

of any applicable law or regulation, certificate of incorporation of a Party or any other contract or other document where the corresponding Party is one of the parties or which is binding for this Party and applies to its assets.

- 13.4.** After the signing of this Contract it supersedes all previous written or verbal agreements, correspondence and negotiations between the Parties related to this issue if they contradict this Contract.
- 13.5.** In the case that any provision of this Contract becomes partly or entirely invalid or unenforceable, the validity and effect of other provisions shall not be affected. If it becomes clear that this Contract has one or another deficiency that should be corrected by the inclusion of amendments, the same rule as the above one is applied. In place of the provision becoming invalid or unenforceable, or in the case of the inclusion of an amendment for the correction of a deficiency it is necessary to use a reasonable provision most closely approximate to the purpose and economic effect that – as far as is legally possible – the Parties aimed or would aim to achieve by means of this Contract if they took the provision requiring amendments into account at the moment of conclusion of the Contract.
- 13.6.** The Parties have agreed on the use of electronic document flow. In future any documents can be sent in electronic form by means of telecommunications channels as legally valid electronic documents with the use of electronic signature. The Parties acknowledge that documents signed in electronic form with the use of electronic signature represent the fully legitimate analogue of the traditional paper documents.
- 13.7.** Fulfilment, non-fulfilment or delay in fulfilment of a right or obligation by any of the Parties in regard to the other Party is not a waiver of this Party of its rights in regard to the other Party or a waiver of other rights and obligations of it. A waiver of any of the provisions of this Contract only comes into force after preparation in writing and being signed by a representative of the Party renouncing the provision. For the aims of determining the actual charges of the Contractor under this Contract, the number of days the Contractor actually worked from the moment of conclusion of this Contract to the moment of its termination is used in proportion to the amount of Payment under the Contract taking into account the Contract validity term.
- 13.8.** The Parties agree that this Contract and other documents can be signed by the sending of copies of the indicated documents by e-mail. Documents, delivered by e-mail to the addresses indicated in the section "COMMERCIAL TERMS" and signed electronically will be accepted by the Parties prior to the receipt of originals of the indicated documents.
- 13.9.** None of the Parties is responsible for any loss, damages, charges, harm or inconvenience, arising as a result of loss, delay, interception, distortion or change of the document sent by e-mail on the internet, by fax or mail due to any reason beyond the reasonable control of the corresponding Party.
- 13.10.** Herewith the Parties come to an agreement that the unilateral waiver of the Customer from the signed Contract according to the current legislation is possible upon the condition of payment to the Contractor for the services actually provided and accepted by the Customer under the signed Contract.
- 13.11.** Issues are not foreseen in the Contract should be solved by the Parties in accordance with the general sense of the Contract. If this Contract does not indicate the time for the fulfilment of any obligations, these obligations should be fulfilled without unjustified delays.
- 13.12.** The Parties are under an obligation to immediately inform each other of a change of their details in writing. Such notification should be handed to a representative of the other Party personally against receipt or sent to the other Party by registered mail with delivery confirmation. In the case of non-fulfilment of this requirement the other Party is not responsible for any possible negative consequences for the use of old details.
- 13.13.** Actions of any employee of the Customer, directed for the execution of this Contract are actions of the Customer and entail corresponding legal consequences.
- 13.14.** Any changes, amendments and appendices to this Contract represent its inalienable part and are valid if prepared in writing and signed by the authorised representatives of the parties.