

APPROVED BY

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SERVICE PROVISION GENERAL TERMS AND CONDITIONS OF THE INTERNATIONAL QUALIFICATION AND TRAINING CENTER IQTC

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1. Scope of Application

- 1.1. These General Terms and Conditions (hereinafter referred to as Terms and Conditions) are apply to all vocational education services, including, but not limited to education services, retraining, in-service education, certification, topical workshops including 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. Considering that the Customer, who is either a legal or natural person, including individual entrepreneur that concludes the Agreement or confirms their intentions by means of payment for services, wants to acquire high quality educational services, provided by IQTC, and IQTC has all the necessary knowledge, experience, qualification and facilities for the provision of such educational services to the Customer; the Parties agree with these Terms and Conditions, provided in this document. When concluding the Agreement on provision of educational services (hereinafter referred to as – the Agreement), these Terms and Conditions come as an addition and integral part of such Agreement.
- 1.3. These Terms and Conditions represent an offer only when coming jointly with the commercial offer in electronic or written form or when presented together with an Agreement. 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 by IQTC, expressed in written or verbal form, which are published on the website or in social networks or by means of mass media, are considered to be preliminary commercial offers and consequently are not indissoluble till the Parties sign the Agreement or conclude any other bilateral agreement.

3. Agreement

- 3.1. The Agreement is a contract signed by the Customer and IQTC on the service provision order, including these Terms and Conditions, and, if necessary, additional agreements, which supplement, change or abolishing rights and obligations of the Parties.
- 3.2. The Agreement is also considered to be an acceptance of IQTC commercial offer, which is available on IQTC official website and payment for services by the Customer. In this case, after receiving the payment, IQTC prepares the Agreement, described in the paragraph 3.1.
- 3.3. The Agreement, indicated in the paragraph 3.2., 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 agree that obligations of the Parties to fulfil conditions of this Agreement 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, qualifications and facilities for educational service provision to the Customer, is a non-governmental commercial educational centre registered according to the legislation of the Republic of Latvia, as well as IQTC is a licensed, certificated and authorised representative of TÜV Rheinland Akademie in the Baltic States.
- 4.2. IQTC is entitled to choose and set 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 approved programme content, valid legal requirements and current technical norms.
- 4.4. IQTC is entitled to change the teacher, time or content of the educational programme 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 approval received from the accrediting institutions and/or TÜV Rheinland Akademie
- 4.6. In case of force majeure circumstances, for example, a teacher's illness, emergency situations in educational or training premises, absence of water-, electricity-, and gas supply or in case of inability to form a full group for the declared programme, IQTC is entitled to decline to organize a course/programme. Herewith IQTC returns all the paid money to the Customer to the full extent.
- 4.7. In case it otherwise does not contradict the Agreement, IQTC is entitled to form educational groups at its own discretion without any prior coordination with the Customer, inviting any third parties to take part in the training.
- 4.8. IQTC is entitled to invite 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 aims set by the educational programme.
- 4.9. Absence of the Customer or his staff from 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. Terms of Educational Service Provision

- 5.1. Terms of beginning and duration of educational service provision are considered to be mandatory only after final and univocal written confirmation by IQTC.
- 5.2. When a prerequisite for participation in the courses, programmes or workshops is the presence of documentary confirmation of the previous qualification, profession or any other knowledge or skills, health condition and other obligatory completed course, programme or workshop, indicated in the paragraph 5.1., IQTC is entitled to postpone terms of service provision till the moment the Customer is able to present all the required documents.
- 5.3. In case the Customer is unable to present all the necessary documents in a timely manner, they can be refused from taking part in the courses, programmes or workshops. In such case only 50 % of the prepayment will be returned to the Customer.

6. Customer's Obligations

- 6.1. The Customer is obligated to present IQTC with all the information necessary for the provision of the educational services in a timely manner.
- 6.2. The Customer guarantees that when necessary, for example, in case of onsite courses, programmes or workshops, all the actions necessary for the educational service provision, premises or third parties' services from their part will be provided to IQTC in a timely manner and free of charge
- 6.3. Ja izglītojošo pakalpojumu sniegšana gadījumā, ja Pasūtītājs kavē visu izglītojošo pakalpojumu sniegšanas nepieciešamo darbību, telpu vai trešo personu pakalpojumu nodrošināšanu, kļūst par iemeslu kavējumiem vai papildu izdevumiem, Pasūtītāja pienākums ir kompensēt tos IQTC pat ar nosacījumu, ka komerciālajā piedāvājumā vai līgumā ir norādīta fiksēta maksa par pakalpojumu sniegšanu. If provision of educational services is delayed or causes additional charges due to delayed actions that are necessary for the educational service provision, absence of premises or third parties' services, the Customer is obliged to compensate IQTC for such charges even if the commercial offer or the agreement states a fixed price for service provision.

7. IQTC rights

- 7.1. IQTC is entitled to cease to provide the Customer with the educational services, if during the process of service provision, the Customer or their staff:
 - 7.1.1. ignores the norms of communication culture;
 - 7.1.2. ignores the IQTC fire safety and labour protection instructions, regulations of an establishment and these Terms and Conditions;
 - 7.1.3. destroys or damages the property of IQTC;
 - 7.1.4. during the lessons is under the influence of alcohol, drugs, toxic or psychotropic substances;
 - 7.1.5. has not attended more than 5% of the total duration of theoretical and practical lessons.
- 7.2. In case IQTC ceases to provide the Customer with the educational services on the basis of paragraph 7.1., the money for educational services is not returned to the Customer, and IQTC is entitled to demand from the Customer compensation for all losses, caused by the actions of the Customer.

8. Payment Procedure

- 8.1. Unless otherwise stipulated in the Agreement or Commercial offer, the payment for the offered courses, programmes, workshops should be made in full extent 10 days prior to the beginning of the educational service provision. Payment in the understanding of this Agreement is an advance payment for IQTC services in terms of the civil legislation of the Republic of Latvia, therefore, there is no interest applicable to the payment for the educational services
- 8.2. In case of incomplete or untimely payment for the offered courses, IQTC is entitled to provide the Customer with educational services.
- 8.3. . In the case 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

- 8.4. Invoices should be paid by the Customer with an indication of the invoice number and the customer ID number. In case of untimely payment, IQTC is entitled to apply a fine amounting to 0.5 % of the total due payment for the services for every day of delay.

9. Service Acceptance Procedure

- 9.1. IQTC offers modular vocational training and, if necessary, IQTC require from the Customer acceptance of both the whole service or its separate parts (modules).
- 9.2. In the case of inadequate provision of educational services, the Customer must inform an authorised representative or head of IQTC about it in written form. Such complaints are addressed in accordance with the set procedure
- 9.3. In case during educational service provision or not later than three days after completion of the educational service provision, the Customer does not file a complaint in accordance with the procedure indicated in the paragraph 9.2., the service is considered to be accepted

10. Confidentiality

- 10.1. The exclusive rights for developments, methods, processes, modes, ideas, concepts, commercial secrets and know-how, as well as other results of creative activity of IQTC in accordance with these Terms and Conditions, remain the property of IQTC. The Customer has no right to use them without the prior written consent of IQTC for such use
- 10.2. In regard to these Terms and Conditions and any other information, presented in connection with the Agreement and marked by a disclosing Party as confidential, the Recipient of information is obligated:
- 10.2.1. to maintain confidentiality of such information by means of adequate and applicable methods or in accordance with the professional standards;
- 10.2.2. to use confidential information only for the fulfilment of the obligations under the signed Agreement;
- 10.2.3. to reproduce confidential information only when it is necessary for fulfilment of the obligations under the signed Agreement.
- 10.3. The obligation not to disclose the confidential information is valid during the whole term of the signed Agreement, as well as 24 months after the end of its validity term

11. Responsibility of the Parties

- 11.1. Responsibility of IQTC is limited to the direct losses arising as the result of gross negligence or intentional unlawful acts of IQTC (IQTC employees, third persons invited 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 but not limited to - loss of profit), even if IQTC was notified about the possibility of such losses.
- 11.2. Services and results of the service provision are intended for use by the Customer only. The Customer herewith is obligated to compensate IQTC any damages, losses or charges incurred to the IQTC directly or indirectly as a result of the use of the services and/or results of the service provision by any third person.

11.3. 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 consent of IQTC. The Customer is fully responsible for the safety of their password and losses that may arise due to the 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.

11.4. In order to avoid misinterpretation of this paragraph, IQTC is not responsible:

- 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.

12. Force Majeure

12.1. The Parties are relieved of responsibility for partial or complete non-fulfilment of their obligations under the signed Agreement caused by natural disasters, military actions and any other force-majeure circumstances, as well as consequences caused by these circumstances, directly influencing the fulfilment of this Agreement. The time stipulated for the fulfilment of the obligations under the signed Agreement shall be extended for the period equal to that during which such circumstances and their consequences remain in force.

12.2. In case of force majeure circumstances, the Party, for whom it becomes impossible to fulfil their obligations, undertakes to immediately notify the other Party about the abovementioned circumstances in written form. Such notification should include the description of these circumstances, as well as an evaluation of their influence on the fulfilment of obligations under the signed Agreement. The notification is sent by registered mail with delivery confirmation.

12.3. If the circumstances continue to be in force for more than 6 months and it seems like they will not cease, each Party shall be entitled to terminate this Agreement by sending a notification to the other Party.

13. Dispute Settlement Procedure

- 13.1. All disputes and conflicts that may arise from the signed Agreement 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.
- 13.2. If 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.
- 13.3. Without prejudice to the other rights foreseen by this Agreement, in the case of any dispute and/or contradictions in relation to the responsibility of any of the Parties under this Agreement, IQTC is entitled to halt service provision until the day when such dispute is settled.

14. Other provisions

- 14.1. After termination of the Agreement, the Parties are not relieved of responsibility to fulfil their obligations in connection with the Agreement, due to non-fulfilment or improper fulfilment of their obligations.
- 14.2. 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 subject to the conditions of this Agreement and permission for the conclusion and fulfilment of this Agreement which serves as a legal basis, having legal force and representing a binding obligation for the Party having legal recognition according to the terms of the Agreement.
- 14.3. Conclusion and fulfilment of this Agreement 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.
- 14.4. After signing this Agreement, it supersedes all previous written or verbal agreements, correspondence and negotiations between the Parties related to this issue if they contradict this Agreement.
- 14.5. In case any provision of this Agreement becomes partly or entirely invalid or unenforceable, the validity and effect of other provisions shall not be affected. If it becomes clear that this Agreement 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 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 Agreement if they considered the provision requiring amendments at the moment of conclusion of the Agreement.

- 14.6. The Parties have agreed on the use of electronic document flow. In future any documents can be sent in electronic form by means of telecommunication 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.
- 14.7. Fulfilment, non-fulfilment or delay in fulfilment of rights or obligations 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 Agreement 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 payment to IQTC under this Agreement, the number of days IQTC actually worked from the moment of conclusion of this Agreement to the moment of its termination is used in proportion to the amount of Payment under the Agreement considering the Agreement's validity period.
- 14.8. The Parties agree that this Agreement and other documents can be signed by sending 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.
- 14.9. No Party 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 post due to any reason beyond the reasonable control of the corresponding Party.
- 14.10. Herewith the Parties agree that the unilateral waiver of the Customer from the signed Agreement according to the current legislation is possible upon the condition that the payment is made to IQTC for the services actually provided and accepted by the Customer under the signed Agreement.
- 14.11. Issues that are not foreseen in the Agreement should be solved by the Parties in accordance with the general sense of the Agreement. If this Agreement does not indicate the time for the fulfilment of certain obligations, these obligations should be fulfilled without unjustified delays.
- 14.12. The Parties are obliged to notify each other immediately about a change of their contact information 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 case of non-fulfilment of this requirement, the other Party is not responsible for any possible negative consequences of the use of old contact information.
- 14.13. Actions of any employee of the Customer that are taken with the purpose of fulfilling rights and obligations of this Agreement are actions of the Customer and entail corresponding legal consequences.
- 14.14. Any changes, amendments and appendices to this Contract represent its integral part and are valid if prepared in writing and signed by the authorised representatives of the parties.
