

Training Terms And Conditions – Asia



These Training Terms and Conditions for Singapore are available in English and can be downloaded on www.volumegraphics.com/en/terms-conditions.

1. Scope of the Agreement

1.1 These Terms and Conditions apply to the provision of software training courses and workshops (collectively referred to as "Training") by Volume Graphics Pte. Ltd. („VG") and its customers (each a "Customer").

1.2 These Terms and Conditions are applicable for current and all future agreements relating to the provision of training courses and workshops by VG, even if these Terms are not expressly referred to in such future/additional agreement. Any contradictory Terms and Conditions of the Customer are hereby excluded. They will not be accepted, even if VG does not expressly exclude them upon receipt.

2. Conclusion of Contract/Acceptance by the Customer

By submitting an order for the Training ("Order"), a Customer is deemed to have accepted these Terms and Conditions, which shall govern the provision of such Training by VG.

3. Subject of the agreement

3.1 Upon VG's acceptance of an Order submitted by the Customer, a contract is concluded by the parties, comprising the Order and these Terms and Conditions ("Training Agreement").

3.2 The Licensee has assessed that the specifications of the Training as set out in the Order submitted to VG complies with its/his demands and requirements before concluding the Agreement.

3.3. To the maximum extent permitted by law, all Training, including any documentation, publications, software programs or code, and other information provided by or on behalf of VG to Customer is furnished on an "AS-IS" basis, without warranty of any kind, whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY VG. NO ORAL OR WRITTEN INFORMATION PROVIDED BY VG SHALL CREATE A WARRANTY UNLESS INCORPORATED INTO THESE TERMS AND CONDITIONS.

4. Payment terms/Cancellation by VG/Cancellation by Customer

4.1 All fees charged by VG in connection with any Training ("Training Fees") are exclusive of any applicable goods and services tax value added tax or similar tax which the Customer shall be additionally liable to pay to VG. VG shall be entitled to receive all invoiced amounts net of all bank charges, taxes and similar costs expenses. Unless otherwise agreed, Training Fees are determined on the basis of VG's price list valid at the time of conclusion of the Training Agreement.

Participants are responsible for their own travel, accommodations and out-of-pocket expenses.

4.2 VG reserves the right to change the date of the Training, if less than four Participants (as defined in Condition 4.3) are registered four weeks before the initially scheduled Training date. For the avoidance of doubt, any change of date pursuant to this Condition shall not give rise to any claims against VG.

4.3 The Training Fees are due upon the Customer's receipt of the invoice and payable in full within 21 days from the invoice date into VG's designated bank account, and in any case, no later than four (4) weeks prior to the start date of the Training, and where such Training consists of more than one (1) session, no later than four (4) weeks prior to the start date of the first Training session. The invoice will be sent to the Customer by regular mail or e-mail (PDF). Web invoicing and similar special procedures are subject to a surcharge of 5 % on the Training Fees quoted in the respective invoice, up to a maximum of € 750. Credit cards or any other kind of charge cards will not be accepted.

4.4 VG reserves the right to exclude Participants from the training/workshop if the Training Fees are not received in full by the due date. However, this does not preclude the Customer from the obligation to pay the agreed Training Fees subject to the provisions herein.

4.5 In case of cancellation of any scheduled Training session by the Customer, the following rules apply:

- > In case of notification more than 4 weeks in advance of the scheduled date of the Training session: 100 % refund of the Training Fees in respect of that particular Training session.
- > In case of notification 2–4 weeks before the scheduled date of the Training session: 50 % refund of the training fee in respect of that particular Training session.
- > In case of notification less than 2 weeks before the scheduled date of the Training session: no refund.

4.6 In the event a Participant is unable to attend a scheduled Training session, the Customer may request for rescheduling of such Training Session, and VG shall use all reasonable endeavours to arrange for a time and date suitable for all Participants. Should the parties be unable to find a suitable time and date for the Training session, and the attendance for the Training session as originally scheduled is reduced to less than four (4) Participants, the session shall be cancelled, and Condition 4.5 above shall apply in respect of such cancellation. Where a session is cancelled in accordance with this Condition, the Customer is entitled to prove that VG has suffered less damage due to cancellation than the above mentioned cancellation fees; in that case the Customer shall compensate this smaller damage.

4.7 In addition to the charges noted above, the Customer shall be liable to pay any third party all fees arising from the cancellation or rescheduling of Training sessions.

4.8 The Customer may set-off his claims against VG only if these are undisputed by VG or legally ascertained.

5. Liability

5.1. VG shall, subject to Condition 5.2 below, only accept liability to the extent that such liability arises out of :

- (a) willful misconduct or gross negligence on the part of VG;
- (b) material breach of any of its obligations under the Training Agreement.

Notwithstanding the foregoing, VG's aggregate liability under a Training Agreement, whether such liability arises in contract, tort (including without limitation negligence) or otherwise, shall not in any case exceed the sums paid or payable by the Customer under the Training Agreement.

Any further liability is hereby expressly excluded.

5.2 Under no circumstances shall VG be liable to the Customer for: (i) loss of profit, anticipated profit, contracts, revenues, goodwill or anticipated savings; or (ii) consequential, special or indirect loss or damage; even if the Customer had been advised of the possibility of such loss or damage. VG retains the right to object due to contributory negligence. In case of data losses VG is liable only for the damages which would have occurred if proper backup copies of data had been created.

6. General Provisions

6.1 The invalidity or unenforceability of one or more of the provisions contained in the Training Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of the Agreement invalid or unenforceable whatsoever. VG's failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

6.2 Any modifications and extensions to this Agreement are valid only in writing. The parties to the contract shall fulfill this written form requirement by transmitting documents in writing, in particular by fax or e-mail, unless other provisions have been made for specific declarations. The written form requirement may be waived only in writing.

6.3 The transfer or disclosure of Training documents to third parties which are not employees or organs of the Customer, and their public distribution (including by providing access to third parties in any manner) is not allowed. In particular, the publication of audio or video data, digital presentations or scripts through publicly accessible Internet portals is prohibited.

All intellectual property rights in the training course materials, curriculum, program structure, training courses, software, source code, data, designs and other materials (including all modifications or updates) provided or otherwise made available by VG, whether in hard copy or in other media shall remain the exclusive property of VG.

This Agreement is governed by the laws of Singapore without regard to its conflict of laws principles. The United Nations convention on Contracts for the International Sale of Goods is expressly disclaimed. All issues and/or disputes arising from and in connection with this Agreement shall be referred to and finally resolved by arbitration in Singapore and the seat of the arbitration shall be Singapore. The arbitration shall be conducted in accordance with the International Arbitration Rules ("the Rules") of the Singapore International Arbitration Centre ("SIAC") in effect at the time of the arbitration. The tribunal shall consist of one (1) arbitrator to be agreed by the Parties, failing which to be appointed by the Chairman of the SIAC. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding upon the Parties.

7. Data Protection and Data Security

Customer warrants that any personal data provided to VG in connection with this Training Agreement is provided in compliance with all applicable personal data protection and privacy laws. This includes, without limitation, any obligation, if any, of Customer to obtain any required consent(s) in respect of (i) the transfer of personal data to VG relating to an identified or identifiable individual that is subject to applicable personal data protection or privacy laws ("Personal Data"), and (ii) the use, processing, disclosure and/or transfer by VG of Personal Data as necessary to perform the Training or as contemplated under this Agreement.

In the event that VG engages other parties in the course of the provision of the Training and who are involved in the processing of Personal Data, VG will take reasonable steps to ensure that such third party agrees in writing to act only on VG's instructions and will comply with all applicable personal data protection or privacy laws. Where such party is located outside of the jurisdiction in which we are located, VG will take reasonable steps to ensure that the processing of any Personal Data by such party, including its transfer to any other party, complies with all applicable personal data protection and privacy laws.