

# **Terms and Conditions**

#### 1. Background

TUV India Private Limited, a company incorporated under Companies Act, 1956 and established in India since 1989 provides diverse services in Management Systems - Quality, Environment, Safety, Food, Information Technology, and Social accountability, Training in allied areas like Lead Auditor, Internal Auditor & Awareness Courses, Third Party Inspection, CDM & other Carbon and Energy services, Laboratory Testing (Analytical) services, PED/ASME certification, Product Certification (CE, GS marking), Six Sigma, CMMI and having geographical presence spread across 25 locations in India. This General Terms and Condition is for the use of all TUV India Private Limited business purpose and not for any other use.

#### 2. Introduction

- The General Terms and Conditions apply to all courses, trainings, services of TUV India Pvt. Ltd.
- TUV India Pvt. Ltd. is only responsible for providing the training and other services and not for the success or outcome of the training or other services.
- All training events will be held in English and course material will always be handled out in English, unless otherwise agreed.

#### 3. For Training Services:

#### 3.1 Registration

- The participant will themselves register for training services in writing by supplying all required information. The information supplied by participant will be kept confidential and will be used only for relevant purpose for which it is supplied by customers / participant.
- The registration will be online at company's website.
- The participant must select appropriate training course, webinar or any other services offered by TUV India Pvt. Ltd. Company will not be responsible for any wrong selection of training or any other services.

## 3.2 Payments, Cancellations and Refunds

- The registration of participant / customer will not be confirmed unless amount is paid in full.
- Amount once paid will not be refunded nor adjusted against any other services.
- The amount once paid is not transferrable.
- Incidental expenses, e.g. for travel and overnight accommodation, are not included in the fee and must be borne by the customer.

#### **3.3 Certification**

• TUV India will issue certificate of attendance once the participant attend the complete training at the sole discretion of company.

#### 3.4 Materials and copyright

• The course materials may not be reproduced or utilized for unauthorized purposes, nor forwarded nor disclosed to third parties without Avanti's prior written consent.

## 3.5 Travel

- The participants' daily travel to and from the venue for the training is not included in the scope of services and must be organized by the participants themselves.
- In case of required travel and accommodation of the instructor, the cost should be carried out by the customer. These additional costs are not included in the initial training offer.

#### 4. For other services

In addition to training services, TUV India Pvt. Ltd. also provides other services which are mentioned in serial no. 1 at Background clause. For all such other services, TUV India and customer signs separate terms and conditions which are binding for both the parties during execution of services. The payment from such other services comes by way of NEFT, RTGS, Cheque and Swift Transfer. The customer can also use online payment gateway for making payments to TUV India Pvt. Ltd.

#### 5 Data privacy

#### 5. Data privacy

TUV India is committed to protect information provided by its customers, suppliers and all interested parties.

#### 6. Limitation of liability

Unless otherwise agreed upon specifically and confirmed by TUV India in writing neither TUV India nor its trainer, engineers or representatives are liable for any damage, loss or expense arising out of the services or advice provided by TUV India, its trainers, engineers and representatives. In no case shall the liability exceed the fees paid / payable to TUV India for the services or advice provided. TUV India , its trainers, engineers and representatives are not liable for any consequential Loss or expense.

The company shall not in any event be liable for any loss or damage caused by delay in performance or non-performance of any of its service where the same is occasioned by any cause what so ever that is beyond the company's control including but not limited to war, civil disturbance, requisition, governmental or parliamentary restriction, prohibitions or enactment of any kind, import or export regulations, strike or trade dispute (whether involving its own employees or those of any other person) difficulties in obtaining workmen or material, breakdown of machinery, fire or accident. Should any such event occur the company may cancel or suspend any training, contract for the provision of services without incurring any liability whatsoever.

#### 7. COPYRIGHT

All copyright and joint copyright on training material, experts reports, inspection results, calculations, presentations etc. drawn up by TUV India shall remain in the hands of TUV India. Both contracting parties and their employees and persons assisting them in their performance shall be obliged not to provide access for third parties to confidential information and documents visibly or expressly so designated.

#### 8. Disputes:

• Any dispute arising between TUV India Pvt. Ltd., and customers / participant, the final decision of TUV India Pvt. Ltd. will be binding.