

TERMS AND CONDITIONS

1. FEES

Course fees include: Course manuals, refreshments.

2. PAYMENT

Full payment is required within 30 (thirty) days of the related invoice date. A hardcopy of purchase order details is required at least two weeks prior to the course to reserve a seat, a faxed copy is acceptable.

3. REGISTRATION AND CONFIRMATION

We confirm your registration by forwarding you an order form as soon as possible. With your signature you confirm the enrolment of the delegate as shown on the order form. Substitutes are allowed without additional charge but must be enrolled in written form by Client and approved by Performance System Software SA.

4. CANCELLATION AND CHANGES OF RESERVATION

Notification of student cancellations or reservation changes must be received in writing at least 10 business days prior to the course start date for a full refund. Cancellations/ Reservation Changes received after this time will be charged the full tuition fees. In case of cancellation the individual is not eligible for the course ware of the regarding class.

5. COURSE CANCELLATION

Performance System Software SA reserves the right to cancel a course if less than 5 students are enrolled or if necessitated by other circumstances. In such circumstances, places on alternative courses will be offered or a full refund will be made of fees already paid for the course. Performance System Software SA accepts no Liability for non-refundable travel expenses in the case of a course cancellation.

6. NON-DISCLOSURE

By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information").

The parties agree both during the term of this Agreement and for a period of two years after termination of this Agreement, to hold each other's Confidential Information in confidence.

7. NOTICE

All notices required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed to the address listed within the Agreement.

8. WAIVER

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other subsequent default or breach.

9. LAW

The Law governing this Agreement shall be Swiss law and the forum for settling disputes shall be the Zürich Courts.

10. ENTIRE AGREEMENT

This Agreement constitutes the complete Agreement between the parties and supersedes all previous agreements or representations, written or oral, with respect to the services on any General Services Order. This Agreement may not be modified or amended except in writing signed by a duly authorised representative of each party. It is expressly agreed that any terms and conditions of Client's purchase order shall be superseded by the terms and conditions of this Agreement.

11. FORCE MAJEURE

Veritas shall not be liable for any consequences due to or resulting from any cause beyond its reasonable control.