



GE Energy UK Training Terms & Conditions

GE Energy agrees to provide training services to the Customer in accordance with the GE Energy UK Training Catalogue and the course descriptions and prices stated therein, and subject to the following terms and conditions:

1. Booking and Payment

Course bookings can be made online from the GE Energy Training website, access to the website can be achieved from the following link:

www.gepower.com/prod_serv/products/gis_software/en/training.htm

Or you can telephone the Training Centre on +44 1506 591335 to make a provisional booking.

On receipt of your booking a quotation, stating the course details and course fees will be forwarded to you. This should be signed and returned with a cheque or valid purchase order. Provisional bookings are only valid for 10 working days.

On receipt of the signed quotation, GE Energy will issue an invoice, which must be paid in full before the commencement of the course.

Full joining instructions will usually be sent two weeks prior to the start of the course.

2. Cancellation of Booking

Cancellations must be made in writing and must be received by GE Energy no less than two weeks prior to the start of the course. The Customer may substitute a suitably qualified alternative for any student enrolled at any time up to the commencement of the course.

The Customer agrees to pay the full course fee for any conditionally confirmed booking not taken up and for which a valid cancellation has not been made.

3. Pricing Policy

Subject to Clause 4, only the course fee that is quoted in the GE Energy Training Price List shall be considered valid and current. The course price is exclusive of Value Added Tax. The course fee includes course materials, the use of a GE Energy workstation (this may be shared one between two attendees), buffet lunches, and hands-on assistance from the course instructors. It does not cover any ancillary expenses such as travel and accommodation, which is the sole responsibility of the Customer.

4. Price Change

GE Energy reserves the right to change the course fee at any time without prior notice. In the event of a price change, the new price will be charged for all provisional bookings.

5. Customer Responsibility

The customer is responsible for ensuring that:

- a) Students possess the pre-requisites and skills as stated in the Course Descriptions.
- b) Students do not disclose, provide, or make available to any person other than the Customer or own personnel, any software, documentation, or copies thereof, in whole or in part, acquired during the course, without the permission of GE Energy.
- c) Students do not copy, in whole or in part, any materials acquired during the course except under the supervision of, and in accordance with, the instructions of GE Energy personnel.
- d) Students do not remove from GE Energy's premises any materials other than program materials written by the student, course notes, and GE Energy course materials given to the student for their retention.
- e) Students will make themselves aware of and adhere to, the policies and procedures of GE Energy, which relate specifically to security, health and safety, and emergencies.



- f) Students are made aware of the above requirements.
- g) GE Energy can assume no responsibility for the performance of any student after the course attendance. GE Energy reserves the right to terminate the training course for any attendee it feels is unfit to attend. The Customer will not be entitled to any credit or reimbursement with respect to course fees paid or due in this respect.

6. Course Content

The contents of each course are detailed in the GE Energy Training Course Descriptions. However, GE Energy reserves the right to adjust the syllabus of any course at its sole discretion and without notice.

7. Course Cancellation

GE Energy reserves the right to cancel any course, or individual confirmed enrolment, by informing the customer not less than 14 days prior to the scheduled start of the course.

If, where notice has not been given, GE Energy is unable to start or continue a course as scheduled due to illness or unavoidable absence of the GE Energy instructor, or any other reason beyond GE Energys' reasonable control, GE Energy will attempt to remedy the situation within a reasonable time but will not be liable for failure to do so.

8. Training Location

Unless otherwise specified, all training courses will be held in the GE Energy training facilities.

If required, training can be provided on the customer's premises if assurances can be given in the areas of:

- proper private training facilities in a clean and quiet environment with whiteboard, overhead projector(s) and screen(s), and suitable furniture.
- at least one suitable workstation for every two students
- correct version of the software loaded and access to adequate licences
- all attendees meet with the course pre-requisites and are not disturbed during the course
- provision made for a midday meal

9. Limitation of Liabilities

GE Energy shall not be liable for any indirect, special, or consequential damages, which may arise from its performance under this agreement.

10. Governing Law

This agreement is subject to the governing laws of the United Kingdom.

11. Severability

If any part of this agreement is determined by any court or tribunal or body of competent jurisdiction to be wholly or partially unenforceable for any reason, such part shall be separated from the remaining terms that shall continue to be valid to the fullest extent permitted by law.