



STANDARD TERMS AND CONDITIONS

MOG Industry Training Company Limited ("the Company") Standard Industry Training Courses Terms and Conditions for Customers ("the Customer")

All registrations are made subject to these terms and conditions, which take precedence over any other Customer terms and conditions, unless specifically agreed to in advance.

Definitions:

Payment for registrations by Non-Account Customers is required at time of registration.

Account Customer – a customer that has credit terms or a contract agreed and in place with Company prior to registration being made.

Domestic Customer - A Customer whose Company Head Offices are based inside the borders of the Kingdom of Thailand.

International Customer - A Customer whose Company Head Offices are based outside of the borders of the Kingdom of Thailand.

Joining Instructions – documentation confirming all registrant/registration details. This documentation is normally sent to either the Registrant or Registrant Contact as agreed with the Customer. For Non-Account Customers, joining instructions will always be sent to the Registrant Contact.

Non-Account Customer – a customer that has no credit account or contract setup with the Company at time of registration, i.e. a private registrant or new customer.

Registration – a reservation on a session

Registrant – a delegate attending a session

Registrant Contact – the booker of the session

Working Days - Typically defined as a standard week, Monday to Friday.

1. Registration Confirmation:

For Non-Account/New Customer - Registrations are confirmed at time of payment (where payment is made by cheque or bank transfer, registrations will be confirmed when proof payment has been received by MOGIT/TPTI). Where applicable, joining instructions will be sent to the Registration Contact when payment (or proof of payment) has been received.

For Account Customers – Where a customer has confirmed that no official order documentation or order reference (i.e., purchase order, call-off document) is required, registrations are confirmed at the time of registration. Joining instructions will be sent to either the Registrant or the Registrant Contact when the registration has been processed.

Where a Customer has confirmed that official ordering documentation is required, registrations will be confirmed when Company is in receipt of such documentation. Joining instructions will be sent to either the Registrant or the Registrant Contact when the registration has been confirmed.

2. Session Fees:

Registrations are made on the basis that training sessions will be charged at the price in effect on the date of session commencement. For training sessions that are subject to external accreditation fees/exam fees, these will be charged in addition at the price(s) current on date of session commencement.



3. Payment Terms:

For Non-Account/New Customer(s):

Payment in full is to be made prior to or at the time of registration. Payment may be made by cash, bank transfer or cheques made payable as follows:

Domestic Customers - Cheques should be made payable to: TECHNICAL PETROLEUM TRAINING INSTITUTE (Banking details are available upon request)

International Customers - Telegraphic Transfers and Cheques should be made payable to: MOG Industry Training Company Limited. (Telegraphic Transfer & Banking details are available upon request).

We will withhold the issue of certificates where payment has not been made within the terms above.

For Account Customers

Company standard terms of payment are thirty (30) days from the date of our invoice.

Payment is to be made to the bank account detailed by Company on our invoice. If Customer disputes any items on any invoice in whole or in part the Customer shall be obliged to pay the undisputed part of a disputed invoice within thirty (30) days from the date of the invoice.

4. Value Added Tax:

All prices are shown exclusive of VAT and any other taxes, as applicable, which will be charged in addition at the prevailing rate(s) where applicable.

5. Transfers:

Registrants may transfer to another training session at any time up to the day before session commencement, subject to availability.

Customers must issue a written request, stating the original registration details, and the date and name of the session to which you wish to transfer the registration to (which should be within 3 months of the date of the session originally booked). One transfer is allowed per registration. No additional fee is charged for this.

Registrations can be transferred to another registrant attending the same session at any time up to the day before session commencement.

6. Cancellations:

Cancellation Charges:

- a) If cancellation is made within 72 hours (3 working days excluding weekends) before first day of training commencement 100% of course fee will be imposed.
- b) If cancellation is made within 7 days prior to the first day of training commencement 50% will be imposed.
- c) If cancellation is made within 14 days prior to the first day of training commencement 25% will be imposed.
- d) No show/cancellation made on the first day of training, 100% of course fee and any transport/accommodation costs will be imposed.

Customers must notify Company in writing. If payment has been made a refund will be arranged and the registration will be removed from the Company's system. If payment has not been made the registration will be removed from the Company's system. No additional fee is charged for this.

7. Registrant No-Shows:

If a registrant fails to arrive to start the session (a 'No Show'), the full session fee is payable.



8. Data Protection:

The Customer agrees that the Company is permitted to hold personal information about the registrant as part of its personnel and other business records and the Company may process such information in the session of the Company's business. Such processing may include transfer to countries or territories outside the Kingdom of Thailand ("the Kingdom"). The Customer agrees that the Company may disclose such information to third parties (including, for the avoidance of doubt, third parties situated outside the Kingdom) only if and to the extent that such disclosure is, in the Company's view, required for the proper conduct of the Company's business or that of any subsidiary, associated or holding company/ies of the Company.

This clause applies to information held, processed or disclosed in any medium.

9. Intellectual Property Rights:

All copyright, design right and other intellectual property rights used, created or embodied in or arising out of or in connection with the delivery of the services provided by Company remains the sole property of MOG Industry Training Company Limited and the Customer and registrant shall not during or at any time after the completion of the services dispute the ownership of such rights. All materials and information (in whatever form) provided by the Company in connection with the services shall not be copied, distributed or be made available to third parties and shall be used only for the purpose for which they were provided.

The registrant is, subject to the previous paragraph, entitled to keep for their own use any session materials that are issued to them. However, any other materials, in whatever format, issued to the registrant must be returned to the Company on the earlier of the completion of the training session or when requested by the Company. You are not, without the Company's prior written consent, entitled to copy any materials (including session materials) provided to you by the Company.

10. Registrant Fitness:

Where session requirements state that a medical is required to attend the session, it is the Customer's sole responsibility to ensure that the registrant is in possession of a valid certificate that meets the session medical prerequisites.

For all other training sessions that require any physical activity, it is the Customer's sole responsibility to ensure that registrants are physically fit and free from respiratory disorders or heart disease. It is recommended that registrants have an up to date medical certificate. The Company reserves the right to turn registrants away if it believes that they pose a safety risk. The Company shall not be liable for any injury or illness to the registrant other than resulting solely from the Company's negligence.

11. Completion of Session:

All aspects of the Company's sessions must be completed to the specified standard(s) to receive a session certificate. Should the registrant fail to participate in any element of the training, a letter of non-attainment will be issued.

Where a registrant is unable to complete a session, the full session fee is payable.

12. Safety:

Details of any safety equipment and/or protective clothing which the Customer is required to provide will be set out in the Session Joining Instructions. It is the Customers sole responsibility to ensure that any such equipment and/or clothing is in good order and repair and is fit for the purposes for which it is required.

The Company reserves the right at any time to postpone or suspend the provision of any training session if in the Company's opinion there is or is likely to be any risk to the safety of any personnel or



any risk of loss or damage to any plant, machinery, equipment or material at the premises. The Company shall have no liability to the Customer in respect of such actions.

The Company shall, in the interests of safety (whether of personnel, property or otherwise), be entitled at any time to require a registrant to leave the premises, to refuse a registrant entry to the premises and/or to continue to provide training to the registrant. The Company shall have no liability to the Customer in respect of such actions.

The registrant shall throughout the duration of the training comply in all respects with the Company's safety policies and regulations applicable to the premises.

13. Force Majeure:

If the Company is unable to provide any session, or any part of any session, for any reason beyond the Company's reasonable control, the Company shall be entitled to postpone or cancel that session, or part of it. The Company shall try to agree with the Customer an alternative mutually acceptable date and/or time to provide the postponed/cancelled training, but shall be under no obligation to do so. If no agreement can be reached on rescheduling such training, the Company will make no charge for the cancelled training (or, as appropriate, will refund the cost of it to the Customer).

14. Termination:

Company may terminate this Agreement immediately if the Customer materially breaches the terms of the Agreement and does not remedy that breach (if it is capable of remedy) within such reasonable period as the Company specifies.

Upon termination of this Agreement for whatever reason Customer shall pay to the Company any outstanding monies due under this Agreement up to and including the date of termination.

15. Indemnity:

The Company and Customer will indemnify and hold harmless each other in respect of any loss, damage or impairments to their respective property and any death, injury or illness to their respective employees arising from or in connection with Company sessions whether or not this may be caused by negligence, error or omission of the party so indemnified.

Notwithstanding the above, neither Company nor the Customer shall make any claim against or be liable to the other in respect of any indirect or consequential loss of damage, including but not limited to the loss of profit, and business interruption arising or alleged to arise out of either party's failure to properly carry out its obligation or from any other circumstances or cause including negligence.

16. General Areas of Note:

Registrants must meet and be able to produce, prior to the commencement of the session, proof of any pre-requisites knowledge, competency (ies) and Certificates that have been specified for each session.

Registrants must be able to read, understand oral instructions in and be capable of being understood (whether in writing or by other means) in either English or Thai.

All sessions are offered on the basis of the Company being satisfied that there are sufficient registrants to justify running the session. If at any time the Company determines that the number of registrants does not justify running any session and decides to cancel or postpone a training session, the Company's liability for such cancellation shall be limited to a refund of any fees paid for such session. No refunds shall be given if the registrant attends any rescheduled session or any other session instead of the cancelled session.

All registrations on sessions are subject to the above terms and conditions and your acceptance of them constitutes a legally binding contract.

You will be deemed to have accepted these terms and conditions:



- (a) At the time of registration if booked online on the Company's website; or
- (b) For registrations made in any other way, unless the Company receives written notice from you to the contrary within seven days of our sending you this document.

