

DG Solutions Service Provision Terms and Conditions

DG Solutions (Europe) Limited hereafter referred to as “**DGS**”, shall supply and the procurer of the service(s) hereafter referred to as the “**Client**”, shall purchase subject to DGS Terms and Conditions of service. Definitions in the Agreement (which Agreement includes any schedule and/or any appendix thereto) shall also apply in these DGS Terms and Conditions of Service. In the event of any conflict between these DGS Terms and Conditions of Service and the terms of the Agreement, the terms of the Agreement shall take precedence.

1. DGS Supplies, Specifications and related Prices

The Services, the Specifications, and the related Prices are set out in the Agreement and/or its Schedules (the 'Schedules') or Appendices (the 'Appendices').

2. Orders

2.1. No terms or conditions endorsed on a Client’s order, specification, or similar document will form part of the contract between the parties. By placing an order, the Client acknowledges the applicability of the DGS Training Supply Terms.

2.2. DGS and the Client shall agree times and places for the delivery of Services which shall generally be agreed in writing prior to confirmation of order.

2.3. Cancellations / Withdrawals

> Courses/candidates can be cancelled/withdrawn free-of-charge until 2 weeks prior to course commencement.

> Courses/candidates cancelled/withdrawn between 2 and 13 days prior to the course, will be subject to a 50% cancellation charge.

> Courses/candidates cancelled/withdrawn less than 48 hours will be non-refundable. Re-arrangements and candidate substitutions may be made at the discretion of DG Solutions.

> Candidates who are ‘no-shows’ will be considered less than 48 hours withdrawal.

3. Provision and Facility for Training Courses

3.1. Where a training course is provided at The Client's facility, it is The Client's responsibility to provide, at their cost, a safe, lit, heated, ventilated and prepared course area which promotes a positive training environment. The course area shall include appropriate seating and working stations with suitable power and projection surface.

3.2. If the Client procures, as part of the agreement, DGS to supply the training facility, the obligations of clause 3.1 will be the duty of DGS.

3.3. DGS will provide all equipment to deliver the course unless otherwise stated.

3.4. The Client shall provide DGS with uninterrupted Wi-Fi with internet access at a minimum of 7mb/s for the entirety of the course, at The Client's cost.

3.5. The Client has the duty to provide all relevant safety training for operating on-site and must furnish the instructor with all relevant housekeeping information before the start of the course (e.g. fire drills, fire plan, site-specific security arrangements, PPE requirements). Where site-specific PPE/RPE is required, it shall be provided to DGS, free of charge, for the duration of the training course, by The Client.

4. Eligibility, Content and Outcome of Training Courses

4.1. It is the Client's responsibility to ensure that students are free from any condition which would affect their capability to undertake their chosen course, and that they have the aptitude to cope with an intensive course of study. DGS welcomes students with disabilities but it remains their employer's responsibility to ensure that they are appropriately supported in their workplace. DGS should be provided in advance (and for setting up purposes) notification of any assistance that a student is likely to need during the running of a course.

4.2. The Client acknowledges that if a Student arrives late for a course or is absent from any session, DGS reserves the right to refuse the Student to continue their training. In all such cases, the full course fee remains payable.

4.3 All training shall be delivered in an approved format, where required and will be delivered in accordance with such approvals. Variations will be made, where possible, to make the course as Client/Facility/Industry relevant as possible, however, adjustments to course timings and content cannot be made without prior approval from DGS.

4.4 All courses delivered will include a written examination for which, marks will be assigned based strictly on the approved marking scheme. All candidates must fully complete the

examinations and achieve the stated pass-mark to achieve certification. No guarantees can be made of student attainment of certification; however, all examination topics will be taught within the course content to a sufficient depth to enable a suitably competent person to pass the examination.

4.5 DG Solutions reserves the right to expel any candidate from a course, at any point, who is not suitable or showing good conduct; this right will be exercised at the sole discretion of the DGS instructor.

4.6 DG Solutions will make best endeavours to provide the stated instructor, however the right to substitute will be retained for situations beyond our control (instructor illness, travel disruptions and the like). DGS will provide an instructor who is qualified to the equivalent standards.

4.7 All advice given to candidates by DGS during training, is related only to the course, examination and is relevant to the appropriate regulations. DGS takes no responsibility for decisions and actions taken by shippers once-trained.

4.8 Competent authorities (i.e. CAA, DfT, MCA) reserve the right to audit and/or visit any training taking place in the UK. DGS, therefore, extend that reservation to The Client. Clients will be notified in writing, at least 1 week prior to the course, should this happen.

4.8 Competent authorities (i.e. CAA, DfT, MCA) reserve the right to review exam papers and previously awarded marks as a quality assurance function. DGS therefore, extend that reservation to The Client. In the unlikely event that the competent authority deems it necessary to revise the awarded mark, their decision is final. In this situation, DGS liability is limited to the opportunity to re-take the course and examination within 6 months.

5. Terms of Payment

5.1 Unless subject to separate agreed arrangements, the Client shall pay DGS within 30 calendar days of the date of DGS's invoice. If the Client fails to make payment on the due date, DGS shall be entitled to charge the Client interest at the annual rate of 3% above the base rate of Barclays Bank plc. Unless otherwise agreed with DGS or required by law, the Client shall not be entitled to make any set-off in respect of amounts due to DGS.

5.2 Unless otherwise agreed, all payments shall be made by BACS transfer, to the bank account details specified on DGS's invoice, in pounds sterling. The Client is responsible for all fees and additional costs attracted through currency conversion.

5.3 DGS will provide an electronic invoice at point of course confirmation. If a training course is booked with less than 30 calendar days' notice, at least 50% of the total invoice value shall be paid before 24-hours prior to course commencement.

5.4 No course certificates or records of training will be issued until full payment of the invoice has been received.

5.5 The Client is liable for all bank charges in relation to payment of the invoice, unless agreed otherwise.

6. Confidentiality

Each party acknowledges and agrees that any and all information concerning the other's business or the terms of the Agreement including these DGS Supply Terms are confidential (hereinafter referred to as 'Confidential Information') and each party agrees that it shall not permit the duplication, use or disclosure of any such Confidential Information to any person (other than its own employee, agent or sub-contractor where the same requires such information for the delivery of the Agreement) unless such duplication, use or disclosure is specifically authorised in writing by the other party, or is required by the operation of Law. Confidential Information does not include information, which at the time of disclosure is generally known by the public (other than by the unauthorised act of the disclosing party). The parties shall take all reasonable steps to ensure that their employees, agents and sub-contractors keep Confidential Information confidential.

7. Data Protection

7.1. Each party undertakes to comply at all times with the General Data Protection Regulation (GDPR) to the extent it processes any personal data or sensitive personal data on behalf of the other. 'personal data' and 'sensitive personal data' shall have the meanings given in the GDPR.

8. Intellectual Property

8.1. Each party confirms that it owns, or has all necessary rights in the use of, all intellectual property in relation to the Services and each acknowledges that such intellectual property shall remain the property of, or the rights in the use of shall remain with, the originating party, unless otherwise agreed in writing between the authorised representatives of DGS and the Client.

8.2. Each party agrees to indemnify the other against any actions, costs, liabilities, losses, damages and expenses which the other may suffer or incur as a result of any claim by a third party in relation to ownership or use of any relevant intellectual property, provided by the other party.

9. Force Majeure

9.1 Neither party will be liable to the other for any failure or delay or for the consequences of any failure or delay in delivery of this Agreement if it is due to any event beyond the reasonable control and contemplation of a party to this Agreement including, without limitation, acts of God, war, industrial disputes, protests, fire, flood, storm, tempest, explosion, an act of terrorism and national emergencies.

10. Warranties

10.1. DGS warrants to provide Services with all the care and skill to be expected of a qualified and competent contractor experienced in undertaking services of the same kind as the Services.

10.2. If the Services provision are relevant to Clause 9.1, DGS will at its option make good the delivery, re-perform the Service or refund the Client the relevant price, subject to availability and the delivery being proved to be deficient to the reasonable satisfaction of DGS. These obligations will not apply where:

10.2.1. the part of the Service concerned was based on information supplied by or varied from the normal Service at the specific request of the Client; or

10.2.2. the Client failed to notify DGS of any issues within 14 days of the supply.

11. Liability

11.1. Nothing in these terms excludes or limits or attempts to exclude or limit the liability of either party for death or personal injury caused as a result of its negligence, or for fraudulent misrepresentation; or in respect of the implied warranties contained in the Supply of Goods and Services Act 1982.

11.2. DGS will be under no liability to the Client whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused.

11.3. DGS's aggregate liability under this Agreement (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused will be limited to the amount paid for the Services concerned.

12. Notices

12.1 Any demand notice or communication may be given by hand, emailed or sent by first class prepaid post and shall be deemed to have been duly served if delivered by hand when left at the address of the other; if given or made by prepaid first class post, 48 hours after being posted (excluding Saturday, Sunday and public holidays); if given or made by email, at the time of transmission, provided that a confirming copy is sent by first class prepaid post to the other party within 72 hours after transmission.

13. Disputes

13.1 In the event of a dispute concerning the Goods or Services the parties shall use their reasonable endeavours to resolve it as soon as practicable. If they fail to do so within 14 days, the parties shall try to agree on and implement a method of dispute resolution. If they fail to agree such method within 14 days, the parties confirm that the dispute will then become subject to the exclusive jurisdiction of the English courts.

14. Consequences of Termination

14.1 The termination of the Agreement howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination. The clauses which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

15. Contracts (Right of Third Parties) Act 1999

15.1 The parties to the contract incorporating these conditions do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

16. Assignment

16.1 Subject to 4.6, neither party shall be entitled to assign or transfer any of its rights or obligations without the prior written agreement of the other (which shall not be unreasonably withheld or delayed).

17. Waiver

17.1 No failure or delay by a party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

18. Invalidity/Severability

18.1 If any clause or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from this Agreement and will be ineffective without, as far as is possible, modifying any other clause or part of this Agreement and this will not affect any other provisions of this Agreement which will remain in full force and effect.

19. Variation

19.1 DGS reserve the right to vary these terms and conditions. The prevailing terms and conditions will remain published on DGS's websites. All Clients with courses procured but not delivered, on the date of change, will be notified in writing.

20. Entire Agreement

20.1 These terms and conditions, and the Agreement into which they are incorporated contain all the terms which the parties have agreed in relation to the subject matter of this Supply. Nothing in this Clause shall be taken to exclude liability for fraudulent misrepresentation.

21. No Partnership

21.1 Nothing in this Agreement or any arrangement contemplated by it shall constitute either party a partner of the other nor shall the execution, completion and implementation of this Agreement confer on any party any power to bind or impose any obligations to any third parties on the other party or to pledge the credit of the other party.

22. Compliance with Laws and Regulations

22.1 Each party shall observe and abide by and shall require its sub-contractors to observe and abide by all laws, regulations and by laws as may apply in relation to the matters contemplated by this Agreement.

23. Governing Law and Jurisdiction

23.1 The formation, existence, construction, delivery, validity and all aspects whatsoever of the Agreement or of any term of the Agreement will be governed by the law of England and Wales and subject to Clause 13.1, the courts of England and Wales shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Agreement.