

ID AX070724-Terms_Conditions_Training_001.doc
Version 1
Date Jul 24th, 2007

- 1 Definitions** "Agreement" means these training course terms and conditions.
"Course" means the training course as described on the Axcon website and purchased from Axcon by the Student.
"Student" refers to the individual or entity that has purchased the Course as set out on the Axcon website.
- 2 Cancellations** We always endeavor to accommodate our Students requests, however cancellations or transfers cause inconvenience and may jeopardize the commercial viability of a Course. For this reason, cancellations are accepted only upon written request at least 60 working days before the scheduled Course date.
- 3 Substitutions** Substitutions of Students may be made at no charge provided the substitute meets the prerequisites set out in section 6, and Axcon is informed in writing prior to course commencement.
- 4 Attendance** Failure to attend without notice will be treated as a cancellation and the full Course fee will be due. If Student fails to attend the first or any subsequent day of a Course, Axcon reserves the right to deny the Student entry to the classroom for the remainder of the Course.
In such circumstances, Student shall be required to pay the full Course fee.
- 5 Rescheduling by Axcon** Axcon reserves the right to cancel a Course at any time, and Axcon shall inform Student of such cancellation and offer Student alternative dates or a full refund of the fees paid. Axcon's liability will be restricted the refund of any Course fees paid. Axcon shall not be liable for any other expenses incurred.
- 6 Prerequisites** It is the Student's responsibility, to ensure that the Student meets any stated Course prerequisites. Axcon will deliver the Course with reasonable care and skill but accepts no liability in the event that the content of the Course does not meet the Student's requirements.
- 7 Copyright** All intellectual property rights, including copyright, patents, design rights and know-how in or relating to the course or course materials that are provided, or made available in connection with the delivered course, remain the sole property of Axcon or the copyright holder as stated in the material. No copies may be made of course materials either whole or in part or provided to, shown to, or used by a third party, unless expressly agreed in advance in writing by the copyright holder.
- 8 General** This agreement is deemed to have been accepted by the Student once a booking has been received and accepted by Axcon.
- 9 Liability** Except as expressly set out in this Agreement, all warranties, conditions, representations and terms whether express or implied by statute, common law, custom, trade usage, course of dealing or otherwise, including without limitation any implied terms, conditions or warranties of satisfactory quality, fitness for a particular purpose or non-infringement are hereby excluded to the fullest extent permitted by law. Axcon does not warrant the results of any training Courses. The maximum aggregate liability, if any, of Axcon in connection with this Agreement (whether arising, in contract, tort, breach of warranty, claims by third parties or otherwise), shall not in any event exceed the fees paid by Student for the Course which gave rise to the claim. This section shall survive termination of this Agreement.
- 10 Law** In case disputes arise out of this agreement attempts shall be made to settle these amicably.
In case an amicable solution cannot be obtained the disputes shall be settled according to Danish law.
In case of disputes the case shall be settled according to Danish law and shall be settled with Copenhagen city court as jurisdiction.
- 11 Student Satisfaction** Student satisfaction with the quality of the Courses provided by Axcon is very important to us. Satisfied clients are key to the future of our business.
If at any time you are not satisfied with the services provided, or you have a suggestion for improvement, please let us know and we will follow up on it. Please refer these items in writing (or email).