



**General conditions for Courses, Training & Workshops  
MaxGear Inc.**

**Validity**

1. These General Conditions apply to all courses, training and workshops organized by MaxGear. In these General Conditions, course is understood to mean a course, training or workshop. Deviations from these General Conditions are only valid if and insofar as they are agreed upon in writing.

**Finalization of the agreement**

2. The agreement between MaxGear and the client concerning the implementation of a course is finalized by a written confirmation of the MaxGear tender by the client. The client confirms that she/he knows and accepts these General Conditions.

**Prices**

3. All prices stated by MaxGear are excluding HST unless expressly stated otherwise.
4. In the MaxGear brochures, folders and/or website, the stated price of the course per participant, the course materials (equipment is not part of this) are included, unless expressly stated otherwise.
5. MaxGear reserves the right to modify the course prices and General Conditions in the interim period. However, any modifications will not affect agreements that have already been finalized.

**Payment conditions**

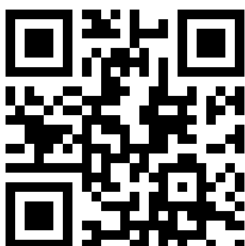
6. The client must complete payment of the course fee within 30days of receiving the invoice.
7. In cases of late payment or failure to pay, the client is charged the legal interest, including HST, from 30days after the invoice date for the remaining amount. Any collection costs on late payment are at the expense of the client.

**Cancellation**

8. Cancellations by the client must always be communicated in writing to MaxGear.
9. Cancellations with more than 14 days notice prior to course start date will be charged a \$250 cancellation fee.  
Registrants who have been confirmed for a specific training course may reschedule without penalty up to 14 days before the scheduled course start date.  
Cancellations or changes with less than 14 days notice prior to course start date will be charged 50% of tuition fees.  
Cancellations or changes within 7 days or once course has begun will be charged 100% of tuition fees.

**Substitution is possible in accordance with the provisions in Article 11.**

10. MaxGear reserves the right to cancel a course, without stating reasons, in which case the course fees that have already been paid will be refunded.



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## **Substitution**

11. It is possible for the client to have a person other than the registered participant participate in the course provided that the substitution is communicated to MaxGear before commencement of the course. Substitution after commencement of the course is not permitted. This provision does not affect the provisions of Article 12 of these General Conditions.

## **Exclusion and postponement**

12. MaxGear has the right to refuse the participation of the client, or of the participant(s) registered by the client, in a course, or to postpone the implementation of a course, without stating reasons.
13. Whilst undergoing training – attendees must strictly adhere to legitimate instructions given by instructional staff. Any person who refuses or ignores such instructions without due cause will be suspended from training.

## **Certificates**

14. The certificates are sent after the course and after receipt by MaxGear of course fees invoiced to the client.

## **Authorship and rights of ownership**

15. The course material used during the course is exclusively intended for personal use by the participant. MaxGear expressly reserves the authorship and rights of ownership on course material already supplied. Both the client and the participant are obliged not to copy or supply the learning materials to third parties.

## **Liability**

16. If a course is cancelled by MaxGear, MaxGear is under no circumstances liable for the any resulting costs to the participant(s) and/or the client.
17. MaxGear is not liable for subsidies or compensation supplied by third parties for any reason whatsoever.
18. MaxGear and its hired instructors are not liable for any injury, death, property damage or loss – however defined, and irrespective of the cause - which the client or the participant(s) may suffer as a result of or during participation in a course, except in cases of deliberate or serious misconduct on the part of MaxGear.

## **Applicable law**

19. The Canadian law applies to the agreements exclusively. Disputes arising from agreements to which these General Conditions apply are subject to a competent judge, subject to appeal.

