

AZI SAFE

RISK  SAFE

FIRE  SAFE

HEALTH  SAFE

TECH  SAFE

ROAD  SAFE

GUN  SAFE

TERMS AND CONDITIONS

SERVICE DELIVERY

GENERAL TERMS AND CONDITIONS

Company: AziSafe Co. Ltd. (AziSafe)

Date: 15 June 2015

Preamble

AziSafe consists of six divisions as follows: **FireSafe, RiskSafe, RoadSafe, HealthSafe, TechSafe, and GunSafe.**

In accordance with the purposes as defined in their charter the companies of AziSafe are engaged in enhancing safety and security for all of our clients through offering of Products, conducting Training Courses and providing Consulting, Installation and Maintenance Services.

Thus, the objects of AziSafe Training and Consulting include, inter alia:

FireSafe

- Fire safety training
- Fire safety consulting
- Fire protection equipment installation
- Fire protection equipment maintenance
- Fire, Rescue and Safety equipment supply

RiskSafe

- Staff security training
- Fraud prevention training

RoadSafe

- Driving technique and Safety Driving Training courses.
- Road safety education events
- Road safety equipment supply

HealthSafe

- First Aid Training
- Medical evacuation consulting
- Health product and equipment supply

TechSafe

- Information security training
- Information security consulting

GunSafe

- Gun safety training
- Range safety consulting
- Shooting training
- Product supply

1. General

- 1.1. Our General Terms and Conditions shall apply to all written, data-electronic (internet, fax) and telephone reservations and purchase requests and shall be deemed acknowledged with every reservation or purchase. We reserve the right to modify or amend the General Terms and Conditions.
- 1.2. These Terms and Conditions shall precede all other documents unless a sales or service contract specifically exempts a customer from a specified clause.
- 1.3. Contractual services and product supply shall be subject to the specifications for the time of the event as provided in our offer.
- 1.4. Individual agreements shall become part of the contract only if confirmed by us in writing.
- 1.5. AziSafe shall be entitled to take photographs and produce other imagery (in particular videos) of any event/training and to use the same in advertising brochures and other publications and announcements (including but not limited to on the internet) for no consideration. This consent may be revoked by the participant in writing.

2. Conclusion of Contract

- 2.1. By registering for a training course or consulting, installation or maintenance services you are making a binding offer for conclusion of a contract. Your registration may be in writing, orally or via phone, fax or the internet. Registration shall also include all participants stated on the registration form; you shall be responsible for their contractual duties like for your own, provided that you have expressly assumed an obligation to that effect.
- 2.2. The contract shall come into existence upon our informal acceptance. If we receive a reservation no later than 21 days before commencement of training, you shall be sent a written confirmation.
- 2.3. By registering an offer of purchase of product(s) you are making a binding offer of conclusion of contract. Your registration may be in writing, orally or via phone, fax or the internet.

3. Terms of participation in training

- 3.1. The Cambodian Laws and Regulations shall apply on all training and consulting.
- 3.2. For the entire duration of any training the instructions of the instructors must in any case be followed in the interest of safety. In the case of gross violations of those instructions or the Cambodian Laws participants may be excluded from the event without being entitled to a refund of the course fee.
- 3.3. Pregnancy participation in a training course will be allowed only upon the participant's express request and after submission of a medical confirmation to the effect that participation in the practical training is medically unobjectionable.
- 3.4. We reserve the right to exclude participants from practical training regarding whom there is a well-founded suspicion that they are under the influence of (residual) alcohol or narcotic drugs, in which case the course fee will not be refunded.
- 3.5. Only equipment that is safe to operate is allowed to take part in the training.
- 3.6. As a matter of principle, participants in RoadSafe driving training drive their own vehicles; however, they may also be provided with a vehicle for an additional fee. (Please advice timely at the time of registration.) Only drivers who hold a valid driving license for the particular vehicle class may participate in the event. The driving license must be shown to the instructor on the training day prior to commencement of the training.
- 3.7. All courses and trainings will be held in English and/or Khmer. If you have no sufficient knowledge of English or Khmer, we recommend that you call in an interpreter at your own cost or an accompanying person who has sufficient knowledge of the English or Khmer language. For safety reasons AziSafe reserves the right to remove participants who have no sufficient knowledge of the English or Khmer language from an ongoing training. Once sufficient comprehension of the instructor's instructions is warranted, the course may be taken at a later point of time.
- 3.8. Taking along additional persons (friends, family) is not permitted during the courses. The head instructor of the training course may grant exceptions in well-founded cases.
- 3.9. Photos may be taken and films may be shot on the premises of the training only upon written consent of AziSafe. Even authorized recordings may be used for private purposes only.

4. Terms of product supply

- 4.1. The Cambodian Laws and Regulations shall apply to the use and importation of any product.
- 4.2. AziSafe obligation to the client ceases at the time of delivery of all products listed in the purchase contract or accepted quotation.
- 4.3. AziSafe will not be responsible for products purchased by the client that do not meet clients intended purpose or specification providing the products are as specified in the purchase contract or accepted quotation. The client is obligated to pay for all products as per the terms of the sales contract.

- 4.4. AziSafe will not be responsible for any damage to products or fault that occurs after the time of delivery unless it is covered by a specified manufacturers warranty.

5. Terms of Payment

- 5.1. The training, consulting, service or purchase fee shall be remitted to the account advised by AziSafe before commencement of the training, delivery of service or supply of products or shall be paid directly at the office of AziSafe, or otherwise in accordance with terms outlined in agreement or invoice.
- 5.2. The training and consulting fee shall not include costs for overnight stays, if any, meals or any other expense born by the client as a result of participation unless otherwise stated in a written agreement or contract.
- 5.3. In the case of a delay in payment default interest in the amount of 12% p.a. and dunning charges, if applicable, as well as costs for legal counsel and collection costs will be charged.
- 5.4. Vouchers will be honored in lieu of payment only after full payment of the voucher.
- 5.5. The validity of vouchers is limited to a period of 1 year from issuance.

6. Data protection

- 6.1. AziSafe guarantees compliance with the Cambodian laws for Data Protection.
- 6.2. Data advised by you (name, address, date of birth, e-mail address, phone number) shall be processed by AziSafe and stored for the purpose of performance of the contract. By conclusion of the contract you agree that your personal data advised will be processed for the purpose of sending you information and advertising folders regarding safety trainings by post or e-mail as well as for the purpose of sending information and advertising material on AziSafe products, events and activities.
- 6.3. You may revoke such consent at any time in writing to AziSafe.

7. Insurance

- 7.1. Motor vehicle liability insurance for the vehicle used that bears a Cambodian registered license plate shall cover bodily injury and damage to property as well as financial loss caused by the participant up to the statutory amount insured. This shall be subject to the prerequisite that the vehicle is used with the consent of the owner of the vehicle.
- 7.2. A participant in a training course is responsible for providing their own medical and accident insurance for the duration of the practical training. Azisafe will take possible steps to ensure the safety of all participants, however Azisafe will not be held liable for loss or injury to participants who do not abide with all instructions and directions.
- 7.3. The client is responsible for any insurance coverage for any product purchased from Azisafe from the time of delivery.

8. Terms of cancellation

- 8.1. Cancellation of training or consulting services prior to commencement of the event shall be possible and shall require in written form.
- 8.2. If dates of training or consulting service are changed by the client AziSafe reserve the right to charge a handling fee.
- 8.3. A client may rescind a contract concluded via distant selling or a statement that s/he is willing to enter into a contract made via distant selling within seven days of conclusion of the contract in writing. For this purpose it will be sufficient to post the letter of rescission within that period. This right to rescind the contract shall not apply to contracts for services if rendering of the same to the consumer commences within seven days of conclusion of the contract as agreed.
- 8.4. Individual training clients:

- 8.4.1. In the event of the participant's cancellation or failure to appear the following rules shall apply: if the training is cancelled more than fourteen days before commencement of the training cancellation shall be free of charge; if the training is cancelled within fourteen to two days of commencement of the training 50% of the course fee will be charged. In the case of cancellation within two days of commencement or failure to cancel (except in events of *force majeure*) the total course fee shall be charged. A substitute may be advised at any time.
- 8.5. Large training groups:
- 8.5.1. If the organizer / lessee fails to turn up at the agreed date of the event without having effectively terminated the contract beforehand, the total course fee shall be charged, except in events of *force majeure*.
- 8.5.2. If cancellation/termination is during a period between 2 months and 40 days before the agreed date of the event, 50% of the agreed price shall be charged to the organizer / lessee.
- 8.5.3. From the 29th day before the agreed date of the event the organizer / lessee shall be charged 90% of the agreed price.
- 8.5.4. Termination of the contract by the organizer / lessee must be made in writing by letter or email. The time of receipt by the relevant Azisafe office shall be decisive and the customer shall be obliged to prove such timeliness.
- 8.6. A change of date requested by the customer shall be free of charge if it is advised not later than 21 days before commencement of the course/training. A processing fee of USD 50 will be charged for later requests to change the date.
- 8.7. Cancellation of/Failure to use contractual services
- 8.7.1. AziSafe reserves the right to postpone or cancel trainings, if necessary (e.g. extreme/dangerous weather conditions, not enough participants) without AziSafe incurring any obligations other than refunding the course fee.
- 8.7.2. If the event is seriously impaired, endangered or made impossible for reasons of *force majeure* (e.g., weather conditions, acts of God, war, civil unrest, strike, etc.), both you and AziSafe shall, if necessary, be entitled to cancel and/or conclude the event early. In that case AziSafe may ask for compensation in a reasonable amount for the services already rendered (not more than the total contract price).
- 8.7.3. If contractually agreed services are not used in whole or in part for reasons which are within your sphere of control and no event of *force majeure* exists, we shall be entitled to the full price contractually agreed.
- 8.8. Cancellation of any purchase order or accepted quotation will incur a fee of 100% of the agreed purchase contract unless AziSafe is able to cancel the order with the manufacturer or supplier, or AziSafe is able to resell the products at an equal or higher value within 15 days of the cancellation date.
- 8.9. Cancellation of any purchase order or accepted quotation must be in writing and will incur a fee of not less than 10% of the agreed purchase contract regardless of the ability to cancel the order with manufacturer or supplier, or resell the products.

9. Use of the logo

- 9.1. Any use of protected marks of AziSafe, its divisions, or any partner that AziSafe represents, including but not limited to the name, company name, trademarks, logo, shall only be admissible upon express written consent.

10. Warranty and default in performance or product

- 10.1. AziSafe warrant conscientious preparation and processing of any training or consulting service as well as proper rendering of the contractually agreed services. We shall have the right to provide relief by rendering equivalent substitute performance.

- 10.2. AziSafe shall not assume any warranty for default in performance in the case of third-party events for whom we only act as agent.
- 10.3. If default in performance occurs, you shall be obliged to use all reasonable efforts to assist in rendering performance and to keep any occurring damage or loss as small as possible. In particular, you shall be obliged to advise your complaints to our instructor/authorized person present at the event without delay. However, our authorized persons are not authorized to make legally binding statements.
- 10.4. As long as services are rendered other than in compliance with the contract you may ask for an appropriate reduction of the total contract price unless you negligently failed to immediately notify us of the defect.
- 10.5. AziSafe shall be liable for damage caused to you by any negligent failure of ours to render our contractual services. In that case damages shall be limited to three times the total contract price.
- 10.6. AziSafe shall not be liable for any manufacturer warranty claims on products sold on behalf of the manufacturer or supplier, however will ensure all possible assistance is given to the client in claiming against a valid warranty.
- 10.7. AziSafe shall not be liable for any damages or losses suffered by a client as a result of product fault or failure that is covered by a manufacturers warranty.
- 10.8. AziSafe shall not be liable for any product fault or damages and losses resulting from the fault in the event that the manufacturers warranty has been void by the client.

11. Limitation of liability for damage to property

- 11.1. When personal, individual or non-AziSafe belongings brought on the premises of AziSafe, AziSafe shall assume no liability for damage of whatsoever kind and howsoever caused that occurs to the property or objects of the owner unless the damage was provably caused by staff of AziSafe by gross negligence or willful intent.

12. Other provisions

- 12.1. To accomplish these goals AziSafe seeks to co-operate with co-operation and safety partners which support AziSafe in its efforts. The safety partner shall regard it as his obligation towards his employees and customers to train them in the best possible way and in accordance with the needs of the respective target group to improve their safety conduct. The goal is to train employees and customers to get to know their safety equipment, assess critical situations better and to learn how to react correctly to them. Furthermore, it is intended to make employees and customers aware of an environmentally conscious way of using their equipment.
- 12.2. The place of jurisdiction shall be the registered office of the company at Phnom Penh.
- 12.3. If any provision of these General Terms and Conditions should be ineffective, void or unenforceable, validity of the remaining provisions shall not be affected thereby.

THIS PAGE IS INTENTIONALLY BLANK