

# USPT&M – Energy Division www.uspenergies.com

Technical Training

Registration Form		
(To be completed and sent to: USP Trading and Manufacturing Pvt Ltd, D-7/	-	
via post/courier or through email to ugoel@uspenergies.com) Course Title: Learn effective HAZOP skills		
Date of session:     15 <sup>th</sup> Feb-2018		
Location: Aerocity, New Delhi		
Course Fee: Rupees 10,000 (Ten thousand) + GST (@18%), per candidate.		
PARTICIPANT DETAILS		
Mr. Mrs. Miss Name:Given name:		
Position:Nationality:		
Company:		
Address:		
Postal code:Country:Country:		
Telephone: E-mai	il:	
INVOICE		
Mr. Mrs. Miss Name:Given name:		
Position: Nation	ality:	
Company:		
Address:		
Postal code: City:	Country:	
Telephone: E-ma	il:	
GST no. :(required for availing ITC)		
USPT&M GSTno.: 07AABCU0678G1ZB		
USPT&M PAN number: AABCU0678G		
References to be mentioned on the		
invoice:		
I acknowledge receipt of the USPT&M general sales conditions		
for public courses and I accept them.	Stamp & Signature	

# **General Sales Conditions**

#### 1 - PURPOSE AND SCOPE

The purpose of these General Sales Conditions (GSC) is to define the general conditions for taking part in public training sessions organized by USP Trading and Manufacturing Pvt Ltd, New Delhi, hereafter USPT&M. All participant's enrolments are considered as accepted orders as soon as the enrolment confirmation is issued by USPT&M.

#### 2 - ENROLMENT AND ORDER PROCEDURES

All inscriptions to training sessions shall be carried out 3 weeks prior to the session start date. USPT&M reserve the possibility of accepting late enrolment. The number of participants per session is limited. Enrolment will be confirmed once we receive a filled in enrolment form via email or post. Incomplete enrolment forms will not be accepted. Enrolment will be final once payment has been received in full.

## 3 - ENROLMENT CONFIRMATION - INVITATION OF PARTICIPANTS

If the entire cost of the session is not paid 1 week before the training begins, USPT&M reserves the right to free up the places booked by the Customer

#### 4 - PRICE - INVOICING AND PAYMENT

**PRICE:** Enrolment fees cover training (teaching, practical activities, manuals, documentation, suppliers) as well as break-times (refreshments) and lunch and do not include transport or accommodation. The price on the order form is given in Indian Rupees, plus any taxes. All training sessions once started are to be paid in full.

# **PAYMENT:** The training session will only be accessible once payment has been made in full: The payment can be made:

- by cheque in favour of: USP Trading and manufacturing Pvt. Ltd

- By electronic transfer: for credit to: Swift Address: - SBININBB548 State Bank of India, (JNU Old campus Branch, New Delhi-110057) Branch Code: 01624 IFSC code: SBIN0001624 ultimate bene: Acct no. - 31955758796 Name: -USP TRADING AND MANUFACTURING PVT. LTD. Address: -USP TRADING AND MFG PVT. LTD., D-7 / 7185, VASANT KUNJ, New Delhi - 110070. GST NO: - 07AABCU0678G1ZB

**INVOICING:** The paid invoice is sent to the participants at the end of the training session, in duplicate if specified on the registration form.

**LATE FEES:** If USPT&M exceptionally agree on payment after the session, any amounts not paid in time will give rise to late fees with interest at the rate of 1.5% per month. These late fees can be requested by right until full payment has been made.

SP Trad. & Manfacturing Pvt. Ltd Director / Authorized Signatory

# **General Sales Conditions**

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## 5 - CANCELLATION AND POSTPONEMENT - SUBSTITUTION

**By the Participants:** Cancellations by the participants shall be sent in writing to USPT&M. In case of cancellation, even due to force majeure, less than 07 calendar days before the beginning of the session, 50% of the enrolment fees will be invoiced by USPT&M, except if a participant from the same business takes the place, which must be confirmed by sending a new enrolment form. In case of non-cancelled enrolments (including absenteeism or dropout), 100% of the enrolment fees will be invoiced by USPT&M.

**By USPT&M: USPT&M reserve the right to cancel or postpone a session, especially if there are an insufficient number of participants.** The Customer will be informed by telephone, at least 3 days before the session was due to begin. The cancellation will be confirmed through email. The payments received will be fully refunded. No compensation will be given to the participants due to postponing or cancellation on behalf of USPT&M.

## 6 - DATA PROTECTION

Personal information sent by the participants to USPT&M will be confidential.

## 7 - CONFIDENTIALITY AND PROPERTY RIGHTS OF TRAINING DOCUMENTS

The participant is subjected to a confidentiality obligation concerning all documents and information specified as being confidential communicated during the session, irrespective of their medium. The participant shall ensure that all their staff and more generally speaking all people in contact with USPT&M comply with this obligation. More specifically, USPT&M may provide participants with training documents on all media (e.g. paper, audio, audiovisual, IT or multimedia). Any direct or indirect reproduction, adaptation, alteration, representation or distribution by the participant, irrespective of the form, of all or part of the training documents created by USPT&M and/or the information contained in them, for its staff not taking part in training sessions or for third parties, will be subjected USPT&M's prior written agreement. The Customer must not to make any copies, in any shape or form, with the aim to sell, organize or conduct training sessions.

## 8 - CONCEALED WORK - SUBCONTRACTING

Based on applicable laws, USPT&M guarantee that all workers are employed legally in terms of the provisions stated in the labor code. USPT&M guarantee compliance with all fiscal and social obligations in terms of training staff as well as legal and regulatory obligations in terms of concealed work and the employment of foreign labor.

USPT&M may consult qualified partners to carry out part of the service, who will be subjected to the same obligations as mentioned in this document, as well as the obligation of confidentiality. In no case does subcontracting relieve USPT&M of its obligations and responsibilities with regard to these General Sales Conditions.

#### 9 - FORCE MAJEURE

The Party prevented from carrying out its obligations due to Force Majeure as defined by the applicable Indian laws, shall inform the other party in written form via registered post with acknowledgement of receipt providing all relevant justification, and will do its utmost to reduce any damage caused by this situation. This excludes exclusively internal strikes and payment capacities or methods of each Party.

The obligations of a Party affected by a Force Majeure are interrupted, without penalties, until the effects of this cause disappear. Each Party will bear the cost of all fees incumbent upon them resulting from the force majeure.

In case of a force majeure lasting over thirty (30) days in a row, the Party which the force majeure is opposed to may terminate the order immediately and by right without compensation.

JSP Trad. & Manfacturing Pvt. Ltd

For USP Trad. & Manfacturing Pvt. Ltd Director / Authorized Signatory

# **General Sales Conditions**

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#### **10 - TERMINATION**

In case the participant does not comply with the obligations stated in these General Sales Conditions, USPT&M will send a letter of formal notice via registered post with acknowledgement of receipt, demanding compliance within thirty (30) days. Once this deadline has been exceeded, if the Customer has not met the requests of the formal notice, USPT&M may terminate the order, and may request compensation.

## 11 - INSURANCE - RESPONSIBILITY

The Customer will take out and maintain all insurance policies at his own cost and for the entire duration of the session, for covering risks, responsibilities, direct or indirect damage and any illness contracted by the Participant(s), with prime insurance companies. The Customer will compensate USPT&M for any loss, damage or harm caused by its Participants to USPT&M, its trainers or partners. Each Party remains liable for damages made to its property and for personal injuries suffered by its employees, regardless of the cause or the reason of that damage, during the performance of the training session, except gross negligence or willful misconduct by this aforementioned Party, or one of its employees. In any case, USPT&M shall not be liable for any indirect or consequential loss such as but not limited to financial, commercial or any other type of prejudice, caused directly or indirectly by the use of the information broadcast within the framework of its training sessions.

## 12 - MISCELLANEOUS PROVISIONS - DISPUTES

The Customer is aware of all documents which constitute the order, including these General Sales Conditions. After the training session and/or in case of termination, the provisions of articles 7, 10, 11 and 12 will remain valid. These General Sales Conditions are subjected to Indian laws. Any dispute which is not solved amicably within one (1) month and which concerns the validity, the execution or the interpretation of these General Sales Conditions will be subjected to the jurisdiction of the Courts of New Delhi.

Kind Regards, For USP Trading and Manufacturing Pvt Ltd.

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For USP Trad. & Manfacturing Pvt. Ltd. Director / Authorized Signatory

Umesh Goel) | Director Energy Division