
Registration Policy

Classes Size

Five (5) students are required. No more than ten (10) students per class.

- a) The high standard of quality requires that the number of participants in each training course is limited. If the number of registrations exceeds the seats offered by AXON Pressure Products, AXON Pressure Products shall select the participants according to the order in which the registrations were received.

Registration Information

Complete the registration form and return to the training coordinator for processing. All sections identified with * must be completed. The full tuition or a valid Purchase Order is due at time of registration of the course. Once the tuition or valid Purchase Order is received, reservations to the course will be confirmed by AXON Pressure Products. Registration must be completed 3 weeks prior to the scheduled class to ensure availability.

- a) By registering, the customer exclusively acknowledges the General Terms and Conditions for training by AXON Pressure Products.
- b) Training shall be held in English. The language, contents, duration, location and the prior knowledge required for the training course shall be defined in the respective training course description. The contents of the training course may differ from this description, depending on the level of knowledge and the needs of the participants.

Copyright and Copyright Protection

All the training documents and contents provided by AXON Pressure Products shall be intended exclusively for personal use by the participant named by the customer. AXON Pressure Products reserves all rights to them. No part of the training documents and materials may be reproduced using data processing systems, copied, disseminated or used for internal or external reproduction in any form without the express prior written consent of AXON Pressure Products.

Payment

Accepted methods of payment are checks, Purchase Orders *, wire transfers made payable to AXON Pressure Products or Visa, MasterCard, and American Express.

*Purchase Orders acceptable based on AXON terms and conditions and customer credit terms.

* For payment by credit card an authorization form must be completed.

Cancellations / Refund Policy

Each class requires a minimum number of registrants. The class is subject to cancellation by AXON Pressure Products. If the class is cancelled by AXON Pressure Products the registrants will be notified of the cancellation no later than seven (7) business days prior to the course. A full refund of the tuition will be made but AXON Pressure Products assumes no liability due to the cancellation of the class. If the student cancels by correspondence at least fourteen (14) business days prior to the class a full refund will be issued, there will be a 50% refund if the cancellation is received within 10-13 days of the class. If the cancellation is received less than ten (10) business days or the student fails to attend without notification, there is no refund.

1. **GENERAL:** As used in these General Terms and Conditions of Sale ("Terms"), the term "Service(s)" shall mean all services furnished by AXON, including services of AXON personnel and equipment, tools, trucks and/or any other tangible item necessary to perform any such personnel's job; the term "Buyer" shall mean the entity or person to whom such Services are furnished or offered. These Terms are an essential part of the offer for Service by AXON and contain all of the terms applicable to any such transaction.
2. **ACCEPTANCE:** Buyer may accept AXON's offer for Service where these Terms are attached in any written form, which specifically refer to AXON's offer. Any acceptance of AXON's offer shall result in an agreement (hereinafter "Agreement") for Equipment or Service specified in the offer; and acceptance is expressly subject to these Terms. Any additional or inconsistent terms are expressly rejected by AXON. In the event there is a Master Service Agreement (MSA) between AXON and Buyer, the terms and conditions of that MSA shall control.
3. **PRICE:** Unless otherwise stated, all prices are in US Dollars. Prices are subject to change without notice. Prices do not include applicable taxes or duties. Buyer is solely responsible for paying all taxes and duties. Buyer shall promptly pay any tax or duty charge directly to the governmental authority assessing them or reimburse, on demand, any such charges paid by AXON.
4. **CHARGES:** (A) Personnel: Unless stated otherwise in an applicable price list, (i) all Services are on a daily or hourly basis, as indicated, subject to any minimum charge indicated; (ii) Service charges begin when each person departs from the AXON location where such person is based and continue until such person returns to that location; (iii) Buyer will furnish quarters and meals for AXON personnel or reimburse AXON for reasonable living expenses incurred at cost plus 15% from the time each Service person leaves their base location until such person returns; (iv) all Service charges are on a daily basis for a 24-hour day or any part stated therein (Buyer shall be charged a full calendar day's Service charge for any portion of a calendar day, which day shall end at midnight); and (v) if Service personnel are dispatched at Buyer's request and the request is then cancelled by Buyer, Buyer will be invoiced for a "dead call" as provided in any applicable price list. (B) Transportation: Buyer will be invoiced at cost, plus 20% for commercial transportation (or prevailing mileage rates) for any AXON vehicles used by Service personnel, as appropriate. Any transportation charges levied on Buyer will be paid in addition to any Service charges hereunder. Any waiting time in excess of one hour spent on location to pick up or deliver any parts or goods will be charged to Buyer at the current Service rates. (C) Well Conditions: Well conditions, which may prevent satisfactory or timely performance of any Services, do not relieve Buyer of responsibility for any charges.
5. **PAYMENTS:** Buyer shall pay the full amount on each invoice submitted by AXON without offset, deduction or withholding of any kind within 30 days of invoice date whether or not the desired results are achieved. Time for each payment shall be of the essence. Any amounts outstanding after the stated due date will be subject to a 1.5% per month interest charge or the maximum nonusurious rate allowed by law, whichever is lower. If Buyer is in default in payment or otherwise with any order or contract with AXON, AXON shall have the right, in addition to all other legal remedies and without prejudice to any rights hereunder, to defer further Service until such default is corrected and to declare all outstanding bills from Buyer immediately due. AXON is entitled to request reasonable assurances that Buyer will pay for Services, including but not limited to requiring payments on account or in advance. Until assurances satisfactory to AXON are received, AXON is entitled to stop any Service, cancel this Agreement, sue to recover the purchase price or any expenses incurred to the date of cancellation or exercise any other remedy available at law or in equity for breach of contract.
6. **CANCELLATION:** This Agreement and any other orders for Service may not be assigned, cancelled or rescheduled by Buyer after acceptance by AXON without AXON's written consent. In the event AXON provides such consent, any assignment, cancellation or rescheduling may result in a charge to Buyer determined by AXON.
7. **INSPECTION:** The signature of Buyer's representative on any service or delivery ticket is conclusive evidence of Buyer's inspection and acceptance of any Service furnished by AXON. Time spent for any additional inspection or testing by AXON performed according to regional, Buyer or Buyer's customers requirements shall be paid for by Buyer.
8. **DELAYS:** AXON shall have no liability for any delay or failure to deliver or furnish Service to Buyer if such failure arises from causes beyond the reasonable control of AXON, including but not limited to, delays of suppliers or carriers, government actions, shortages of materials, labor difficulties, fires, floods, acts of God and the effects of civil disobedience. AXON may, at its option, suspend Service while such cause continues, apportion available personnel and stock between its customers as it decides and terminate any contract so affected with written notice to Buyer without any liability.
9. **WARRANTY DISCLAIMER:** AXON USES REASONABLE EFFORTS TO ENSURE THAT ALL SERVICE PERSONNEL ARE COMPETENT AND THAT EQUIPMENT IS IN GOOD CONDITION. AXON PERSONNEL WILL ATTEMPT TO PERFORM THE WORK REQUESTED; HOWEVER, BECAUSE OF THE NATURE OF THE WORK TO BE COMPLETED AND UNPREDICTABLE CONDITIONS, SUCH RESULTS CANNOT AND ARE NOT GUARANTEED OR WARRANTED, IN ANY CIRCUMSTANCE, BY AXON. ANY ASSISTANCE IN EQUIPMENT INSTALLATION OR TECHNICAL OR ENGINEERING INFORMATION CONCERNING EQUIPMENT OR SERVICES PROVIDED BY AXON WILL BE ADVISORY ONLY, AT BUYER'S SOLE COST AND ON AN "AS IS" BASIS. NO WARRANTY IS GIVEN FOR SUCH SERVICES AND AXON WILL NOT BE LIABLE FOR ANY CLAIMS ARISING FROM ITS FURNISHING OR BUYER'S USE OF SUCH SERVICES, ASSISTANCE OR INFORMATION.
10. **LIMITATION OF LIABILITY:** IN NO EVENT WILL AXON BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, FAILURE TO FULLY PERFORM ANY AGREEMENT, LOSS OF USE OF GOODS, LOSS OF PROFITS, ENVIRONMENTAL, LOSS OF REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, INCREASED EXPENSES OF OPERATION, OR CLAIMS OF BUYER'S CUSTOMERS, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING WITHOUT LIMITATION STRICT LIABILITY OR NEGLIGENCE), PATENT INFRINGEMENT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING MULTIPLE DAMAGES UNDER ANY TRADE PRACTICE OR CONSUMER PROTECTION LAWS. NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS AGREEMENT BY AXON MAY BE BROUGHT BY BUYER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.
11. **ENVIRONMENTAL:** AXON shall be responsible only for any claim from pollution or contamination that results from spills of fuels, lubricants, motor oils, pipedope, paints, solvents, ballast, bilge, metallic objects and garbage in AXON's possession and control where AXON is the sole and exclusive user on Buyer's site of the particular pollutant or contaminant spilled. AXON's initiation or participation in clean-up operations including control, response and removal by AXON shall not be an admission or assumption of liability.
12. **INDEMNITY:** BUYER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS AXON, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND INVITEES, FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE NEGLIGENCE OR FAULT (ACTIVE OR PASSIVE) OF ANY PARTY OR PARTIES INCLUDING THE SOLE, JOINT OR CONCURRENT NEGLIGENCE OF AXON, ANY THEORY OF STRICT LIABILITY, ANY PROFESSIONAL LIABILITY OR DEFECT OF PREMISES (WHETHER PREEXISTING DATE OF THIS AGREEMENT OR NOT), ARISING IN CONNECTION HERewith IN FAVOR OF BUYER'S EMPLOYEES OR INVITEES ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO PROPERTY OR AS A RESULT OF DAMAGE TO BUYER'S PROPERTY. This clause is a material part of this transaction for AXON, supported by and in consideration of a reduction in the purchase price.
13. **WAIVER:** Any waiver by AXON of any breach under these Terms shall not be deemed to be a waiver of any subsequent breach of a like or different nature. The failure to enforce any provision of these Terms shall not be deemed a waiver of such provision.
14. **BUSINESS ETHICS:** Neither party shall make any payment or take any action that could be construed to be the payment or money or other thing of value to any Government Officials (as defined by AXON policies) for the purpose of obtaining or retaining business in any country in any manner which is illegal or would subject AXON to civil or criminal penalties, or is inconsistent with AXON's business ethics policies.
15. **CONFIDENTIALITY:** Buyer agrees that the prices and Terms and any document that becomes a part of this Agreement and are confidential information. Buyer will not disclose this confidential information to any third party without the express written permission of AXON.
16. **GOVERNING LAW:** This Agreement to sell Goods shall be interpreted and enforced according to the laws of the state of Texas. The parties to this Agreement exclusively submit to the jurisdiction of the courts sitting in Harris County, Texas. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS & CONDITIONS, ANY INDEMNITY, OR ANY OF THE GOODS TO BE PROVIDED HEREUNDER.
17. **ENTIRE AGREEMENT:** These Terms constitute the entire agreement of the parties and supersede all discussions, arrangements, negotiations, representations and warranties, if any, relating to the Goods covered hereby. These Terms are subject to change without prior notice from time to time at AXON's discretion.