

Thirst For Knowledge Inc.[®] - Terms of Sale

These terms of sale (“terms of sale”) shall govern the sale to you of products and/or services (“products”) by Thirst For Knowledge Inc.[®] (“Thirst For Knowledge”).

By ordering products from Thirst For Knowledge Inc.[®], you agree to be bound by and accept these terms of sale. These terms of sale with your order information, constitute the entire agreement between you and Thirst For Knowledge Inc.[®] with regards to your purchase of products from Thirst For Knowledge Inc.[®]

Ordering

An order that you submit to Thirst For Knowledge Inc.[®] for products (an “order”) constitutes your offer to purchase products referenced in your order and is subject to acceptance by Thirst For Knowledge Inc.[®] in Thirst For Knowledge Inc.[®]'s sole discretion. Your order shall be deemed to be accepted if and when Thirst For Knowledge Inc.[®] sends an order acceptance to you.

Availability

Participation in The Beer School[®] / Prud'homme Beer Certification[®] is subject to availability. A maximum of twenty participants in any particular class will be allowed.

Registration

Thirst For Knowledge Inc.[®] will only accept registration and participation in The Beer School[®] / Prud'homme Beer Certification[®] from persons of legal drinking age in Canada.

Prices/ Tuition Fees

All prices are in Canadian dollars. Thirst For Knowledge Inc.[®] reserves the right to change tuition fees and product prices from time to time without any liability or notice to you or any other person. All tuition fees will be subject to HST (13%) or applicable taxes from other jurisdictions (ie Provinces). Any international registrations will not be subject to tax.

Payment Terms

All payments are payable in Canadian dollars. For purchases made through the Web Site, billing will be handled by PayPal on behalf of Thirst For Knowledge Inc.[®] Payment may be made by Visa[®], Mastercard[®] or American Express[®] or PayPal account. By submitting a credit card number with an order, you are authorizing Thirst For Knowledge Inc.[®] and its third party credit card processor to charge the amount of any payments owing to Thirst For Knowledge Inc.[®] in respect of the particular order to the credit card. Thirst For Knowledge Inc.[®] shall not be liable in any way if your credit card company or financial institution refuses to accept or honour the credit card number you provide to Thirst For Knowledge Inc.[®] for any reason.

Customized Beer School sessions may be paid by cheque directly to Thirst For Knowledge Inc.[®]

Cancellation

Space is limited in The Beer School[®] / Prud'homme Beer Certification[®] to a maximum capacity of twenty participants per class. Cancellations must be in writing and include a valid reason for withdrawal. An administration charge of \$150 will be applied to all cancellations. In addition, 50% of the tuition will be refunded for any cancellation that is received more than 2 weeks in advance. There will be no refunds for cancellations within 2 weeks of the class beginning.

Rescheduling

Thirst For Knowledge Inc.® reserves the right at any time to reschedule classes based on inclement weather or site availability.

Responsible Use of Alcohol

Thirst For Knowledge Inc.® reserves the right to refuse entry to classes by persons believed to have consumed alcohol prior to attending classes. The Beer School® / Prud'homme Beer Certification® provides beer samples to attendees in participation with Smart Serve and The Alcohol and Gaming Commission of Ontario (AGCO). Participants agree to conduct themselves responsibly in the use of alcohol and acknowledge that they alone are responsible for their safety and the safety of others when operating a motor vehicle. Thirst For Knowledge Inc.® in no way accepts responsibility for damages caused by participants during or immediately after The Beer School® / Prud'homme Beer Certification® classes.

Limited Liability

EXCEPT AS EXPRESSLY SET OUT IN AN ORDER ACCEPTED BY Thirst For Knowledge Inc.® OR IN THESE TERMS OF SALE, ALL PRODUCTS SOLD OR PROVIDED BY Thirst For Knowledge Inc.® ARE BEING PROVIDED ON AN "AS-IS" BASIS WITHOUT ANY WARRANTY AND CONDITION OF ANY KIND.

IN NO EVENT SHALL Thirst For Knowledge Inc.® BE LIABLE TO YOU FOR ANY LOST REVENUE, LOST PROFITS, OR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR STRICT LIABILITY) ARISING OUT OF OR IN CONNECTION WITH ANY ORDER, THESE TERMS OF SALE OR ANY PRODUCT, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY YOU AGAINST Thirst For Knowledge Inc.® OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS OR THIRD PARTY CONTRACTORS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH ANY ORDER, THESE TERMS OF SALE OR ANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, A BREACH OF ANY OF Thirst For Knowledge Inc.®'s OBLIGATIONS UNDER ANY ORDER OR THESE TERMS OF SALE (WHETHER OR NOT A FUNDAMENTAL BREACH), YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO RECEIVE FROM Thirst For Knowledge Inc.® PAYMENT FOR ACTUAL AND DIRECT DAMAGES TO A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE SUM PAID BY YOU TO Thirst For Knowledge Inc.® FOR THE PARTICULAR PRODUCT(S) GIVING RISE TO THE CLAIM.

Indemnity

You agree to indemnify, defend and hold Thirst For Knowledge Inc.®, its employees, directors, officers, agents and third party contractors harmless against all claims, liabilities, judgments, damages and losses (including legal fees and disbursements) arising out of or in connection with any breach by you of these terms of sale and/or any order.

Force Majeure

Failure of Thirst For Knowledge Inc.® to perform any of its obligations under any order or these terms of sale by reason of fires, floods, freezes, accidents, wars (whether or not declared), riots, insurrections, acts of God, acts of government (including, without limitation, the Government of Canada), acts of public enemy, inability to obtain materials, labour unrest or material shortages, or other causes which are beyond the control of Thirst For Knowledge Inc.®, shall not constitute a default or breach of any order or these terms of sale so long as such condition exists and prevents performance.