

ABB UNIVERSITY SWITZERLAND

Learning Center MV Drives

# General Conditions for Training Courses

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## **General terms & conditions for all courses**

### **VAT, taxes, customs, fees, and other duties**

The price on the training price list and offers does not include any taxes, customs duties or other fees and duties. Should taxes, custom duties or other fees and duties be levied on the invoice, service of SUPPLIER in the country where the services are performed and / or in the country of the PURCHASER, then PURCHASER shall notify SUPPLIER in a timely manner.

and SUPPLIER shall then be entitled to gross up the invoice to include the applicable withholding amount. PURCHASER shall in such event within a reasonable time provide SUPPLIER with all receipts for payment of the amounts deducted or withheld.

### **Scope of supply**

The scope of delivery is specified in the offer or the training price list. In principle, training documents and confirmation of participation will not be handed out in paper form.

### **Training language**

Training is carried out in English as standard. The documents are in electronic form and are usually only available in English.

### **Payment Terms**

For overdue amounts, we charge 1.25% default interest per month.

### **Ordering conditions**

To guarantee enough time for all necessary arrangements the SUPPLIER needs to receive the purchase order latest 6 weeks prior to the starting date of the course for project and tailored courses and 4 weeks for standard courses.

If a course registration is not confirmed in time with an order, the SUPPLIER can assign this seat to another participant if necessary.

### **Course delivery dates**

Dates for conducting the course depend on the availability of a technical trainer and must be agreed in writing. If the dedicated trainer fails and no suitable replacement can be found, an already confirmed course must be postponed.

The SUPPLIER is not liable for any costs or expenses accruing due to any travel cancellation of the PURCHASER.

### **Cancellation fees for PURCHASER**

If course participation has already been confirmed and is canceled or postponed by the PURCHASER, the following Cancellation fees will apply:

- Cancellation made more than 20 working days prior to the 1<sup>st</sup> day of the scheduled course: 0 % of course fee
- Cancellation made 20 to 10 working days prior to the 1<sup>st</sup> day of the scheduled course: 50 % of course fee
- Cancellation made less than 10 working days prior to the 1<sup>st</sup> day of the scheduled course: 100 % of course fee

The cancellation fees also apply for reschedule of course by the PURCHASER.

## **Confidentiality**

The PURCHASER acknowledges that all information and training materials, specifically the documentation and any software used during the training, as well as any intellectual property contained therein are proprietary to the SUPPLIER and shall be held in confidence and used only for the specified training courses. Without prior written consent the PURCHASER agrees not to disclose documentation and software as specified above to any other internal organization or third-party entity such as but not limited to clients, partners, independent contractors, or system integrators.

## **Copyright and intellectual property**

ABB retains ownership of all copyright and intellectual property rights to all designs, drawings, plans, diagrams, training material, deliverables, documents, software, and the like, in any form and any media ("documents") provided by ABB to the PURCHASER under the contract.

The PURCHASER acknowledges these rights and shall not make such documents available to any third party, either in whole or in part, nor use them for any purpose other than reasonably necessary for operation of equipment in association with the services without the express prior written consent of ABB. If the services include the delivery of software, the PURCHASER is hereby granted the non-exclusive and non-transferable right to use the software for the agreed purpose.

The PURCHASER is not entitled to make copies (except for the purposes of archiving, error searches or for the replacement of defective data carriers) or to update, upgrade or make any other extensions or modifications to the software. The PURCHASER may not disassemble, decompile, decipher, or reverse engineer the software without the express prior written consent of ABB. If the PURCHASER breaches any of these provisions, ABB may immediately revoke the right to use the software.

## **Liability**

The SUPPLIER shall not be responsible for the injury, disease, or death of any course participant or for the loss or damages to their properties unless the same is caused by the serious faults or gross negligence of the SUPPLIER. Notwithstanding anything contained in the contract to the contrary, ABB, its agents, employees, subcontractors and suppliers shall not be liable with respect to any and all claims arising out of the performance or non-performance of obligations under the contract, whether arising in contract, indemnity, tort (including negligence whether active or passive), warranty, strict liability or otherwise and shall in no event include damages for loss of profit, loss of revenues, loss of use, loss of production, costs of capital, costs of substitute equipment, facilities or services, down tune costs, delays and claims of customers of PURCHASER or costs connected with interruption of operation, loss of anticipated savings or for any special indirect or consequential damage or loss of any nature whatsoever, whether arising in contract, tort (including negligence whether active or passive), warranty, strict liability or otherwise.

## **Force Majeure**

Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: industrial disputes and any other circumstance beyond the control of the parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, sanctions, blockade, embargo, prohibition on exportation or importation of material or services, actions or omissions by any state authorities, restrictions in the use of power and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this Clause or any event beyond the Seller's control.

A circumstance referred to in this Clause whether occurring prior to or after the formation of the contract shall give a right to extension of time for length of delay arising from Force Majeure, including time required for demobilization / remobilization.

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance.

If Force Majeure prevents the PURCHASER from fulfilling his obligations, he shall compensate the SUPPLIER for expenses incurred in securing and protecting the Product.

If SUPPLIER's personnel are hindered to execute the training in the ENDUSER'S country due to Force Majeure or due to other security problems, then the training shall be held in Switzerland.

Regardless of what might otherwise follow from the contractual conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract is suspended under Clause for more than 90 days.

## **Terms & Conditions applicable to all courses in our Learning Center**

### **Working days**

Training courses at our Learning Center take place on weekdays except public holidays, normally from 08:30 to 16:30 with a one-hour lunch break.

### **Accommodation and transfer**

Unless otherwise agreed all costs for accommodation and transport must be borne by the course participant.

### **Travel preparation / Entry Visa**

The course participant must prepare his trip so that he arrives at the Learning Center early and rested on the first course day.

In addition to a valid passport, course participants from certain countries also require a Swiss entry visa. If a visa is required, course participants are advised to make their application to the Swiss Embassy/Consulate in their country of residence as early as possible. The purpose of the visit which should be entered on the visa application, is "Attendance at a training course at ABB University Switzerland, Learning Center Turqi". If required, the SUPPLIER will issue invitation letters to support the visa application procedure.

### **Health, travel and accident insurance**

The course participants are insured by SUPPLIER only against accidents which happen on ABB Turqi premises during the training hours. It is the responsibility of the course participants to obtain insurance valid in Switzerland for the whole duration of the travel period. If for whatsoever reason a course participant requires non urgent medical attention during the period of the training, SUPPLIER will arrange appropriate medical treatment, a doctor's appointment, etc. Any of such costs for medical treatment and hospitalization are not included in the training services and must directly be paid by the course participants or by their employer respectively.

## **Terms & Conditions applicable to standard courses in our Learning Center**

### **Course delivery dates**

A not yet confirmed standard course may be cancelled due to lack of confirmed participation. As a rule, there must be 4 confirmed participants 4 weeks before the start of the course.

If the dedicated trainer fails and no suitable replacement can be found, an already confirmed course must be postponed or cancelled.

The SUPPLIER is not liable for any costs or expenses accruing due to any travel cancellation of the PURCHASER.

## **Terms & Conditions applicable to project – and tailored courses in our Learning Center**

### **Training language**

Documentation and training are given in English as standard. If agreed in writing, but limited by availability of the trainer, the instruction can be given in other languages.

### **Accommodation**

Unless otherwise agreed, all costs for accommodation and transport must be borne by the course participants. If already agreed upon when ordering, the SUPPLIER can organize accommodation and transfer in Switzerland for the entire group of the participants.

## **Terms & Conditions applicable to On-Site training courses**

### **Training location and facility**

The On-site training course takes place at a CUSTOMER facility specified by the PURCHASER. The facility should have a suitable drive, which is available for the hands-on training part and a fully equipped seminar room for the remaining training.

### **Local coordinator**

The PURCHASER appoints a local COORDINATOR from the CUSTOMER (site responsible unit) who acts as an on-site contact person for the technical trainer.

To ensure adequate training quality, the coordinator must ensure that the SUPPLIER's "Requirements and Recommendations for On-Site Training" are adhered to.

### **Catering**

The COORDINATOR shall organize beverages and lunches at their facilities for the participants and the trainer on the CUSTOMER expense.

### **Training equipment**

The CUSTOMER is liable for any losses and damages what occur to the equipment on CUSTOMER's premises.

## **Working time**

Normal training hours are weekdays from 08:30 to 16:30 with a one-hour lunch break. If mutually agreed, on-site training can take place during Saturday, Sunday, or during Swiss holidays, and can be extended to maximum 10 hours/day. In this case, additional costs will be added to the training cost.

## **Entry visa and access permits**

The COORDINATOR shall assist the SUPPLIER with visa application matters.

The COORDINATOR shall ensure that for the CUSTOMER SITE the necessary access and permits for the trainer and the permits for the import and export of training materials are granted in good time and remain valid.

## **Safety and medical emergencies**

The CUSTOMER shall take all accident prevention measures required. If the customer fails to take such measures and if the safety of personnel is not guaranteed, the SUPPLIER may at any time refuse or stop the provision of Services and order the return of its personnel. The SUPPLIER may also refuse or stop the provision of services or order its personnel to return if the safety or health of personnel is not guaranteed for any other reasons. The CUSTOMER shall provide any necessary assistance should any of ABB's personnel suffer an accident or become ill.

## **Waiting time and delays**

The trainer is available only during the time agreed in writing. In case of delays or interruptions of the training, the course program must be shortened accordingly. An extension of the course can only take place by exception and with mutual agreement. Waiting time and any opportunity costs incurred by the SUPPLIER will be charged in addition.

Changes to the agreed schedule that are not caused by the SUPPLIER will be charged in accordance with the training price list. Any additional costs incurred, such as accommodation, transport, or food costs, are borne by the BUYER.

## **Field service rates & terms apply**

The same prices and conditions published by the SUPPLIER apply to on-site training as to a CAT7 field service assignment.

Instead of the actual normal working hours, a flat rate fee is charged for the agreed number of on-site training days.