

General Terms and Conditions for SITRAIN

As of: January 1, 2018

1 General provisions

The customer may purchase products (hardware and software) and services of the Siemens Training for Industry division of Siemens Aktiengesellschaft in accordance with these General Terms and Conditions for SITRAIN (referred to hereinafter as "GTC"). The scope, quality, and all conditions for the products and services are defined exclusively in these GTC, the conditions referenced in this paragraph, and any supplementary written agreement. These GTC apply exclusively to orders placed with Siemens Aktiengesellschaft; orders placed with other Siemens entities/ Regional Companies are subject to their respective terms and conditions.

Unless otherwise stated in these GTC, the following terms and conditions in their respectively current versions shall apply secondarily:

- (i) The conditions for export control and electronic order filling shall apply in addition.
- (ii) If the customer's registered office is located in Germany, the General Delivery Terms and Conditions for Products and Services of the Electrical Industry shall apply. If the customer's registered office is not located in Germany, the General Delivery Terms and Conditions of Siemens Industry for Customers Not Domiciled in Germany shall apply.
- (iii) If the products and services contain software and the customer's registered office is located in Germany, the General Terms and Conditions for the Transfer of Software for Automation and Drives to Licensees Domiciled in Germany shall apply. If the customer's registered office is not located in Germany, the General Delivery Terms and Conditions for the Transfer of Software Products for Automation and Drives to Licensees Not Domiciled in Germany shall apply.

2 Prices and payment

Prices are stated in € (euros) before the sales tax applicable at the time when services are rendered, excluding packaging. In case of proven additional duties or taxes due to course conduction abroad on customer request, these will be charged additionally. The prices of standard training measures are indicated in the respectively valid Siemens "SITRAIN" Training Offering (www.siemens.de/sitrain) for Germany, and are stated per participant. The prices of individual training measures, including individual instruction, are indicated in the respective individual agreement.

Siemens reserves the right to make reasonable price changes and will charge the prices applicable at the time of each delivery. This does not apply to price increases for services that are rendered within four months of contract closing.

Accommodation, lodging, food, care, and travel expenses are not included in the course prices.

Invoices are payable without deductions within 30 days of invoice receipt by bank transfer to an account indicated in the invoice.

Siemens may refuse to render the services owed under this agreement if the customer is in default of its payment obligations or does not fulfill other obligations under this agreement, or not in due time.

The customer may only set off uncontested or finally adjudicated claims or assert a right of retention based on such claims. Moreover, the customer shall be entitled to exercise the right of retention only with respect to such claims that are directly related to this agreement.

3 Bookings

If desired, the customer may instruct his Siemens advisor to set up a group account. To do this, the customer must designate an employee as a representative vested by the customer with all the powers of an authorized representative. This representative can perform bookings for all the customer's employees and view their training history. If a group account is set up at the customer's request, the customer will be responsible for ensuring that the representative will access the group account in compliance with all applicable laws and regulations, particularly including data protection laws and regulations.

4 Additional terms and conditions

Physical dimensions are stated in millimeters (mm). In accordance with the "Units of Measurement Act," dimensions stated in inches apply in Germany only to exports. Depictions are non-binding. Unless otherwise noted in the individual pages of this catalog, Siemens reserves the right to make changes, particularly to the stated values, measurements and weights.

The products listed in this catalog may be subject to European/German and/or U.S. export control regulations. Therefore, every export requiring permission shall require the consent of the competent government authorities.

Subject to change, errors excepted.

5 Services of Siemens and reservation of right to make changes

Siemens is entitled to render the services itself or have them rendered by sub-contractors.

The services of Siemens comprise:

- (i) Course execution;
- (ii) Provision of course-accompanying documents;
- (iii) Provision of necessary tools;
and
- (iv) Issuance of a certificate as certification of course attendance.

The training measures to be executed by Siemens are services and no concrete success is owed, as a general rule.

Siemens expressly reserves the right to adapt the contents of the training courses to the current state of the art without prior notice. This could lead to differences from the course descriptions in individual cases. Siemens also reserves the right to make other minor content-related or organizational changes (such as, for example, change of instructors/ trainers), provided that the overall character of the training courses is preserved in such cases. The customer is not entitled to have the training courses executed by a certain instructor or trainer.

Siemens will execute the respectively ordered training measures in the training centers made available by Siemens. At the customer's request, Siemens will also execute the training measures in the customer's own or rented premises.

In this case, changes to the present GTC may be agreed. In this case, the customer will be responsible for providing the infrastructure, e.g. computers and presentation media, insofar as they are not provided by Siemens. Siemens will inform the customer of the required infrastructure in advance.

If the customer's systems are used for training measures, it is the customer's responsibility to implement suitable and adequate security measures to protect its own data and programs from loss, destruction, or damage.

6 Course dates and times

- 6.1 The dates and times for the standard courses are indicated on the websites of Siemens www.siemens.de/sitrain.
- 6.2 The dates and times for individual training measures, including individual instruction, will be agreed individually between Siemens and the customer.

7 Cancellation of training measures by Siemens

- 7.1 Siemens reserves the right to cancel training measures when (for example) the minimum number of participants required to execute a course economically is not attained, or if the training measures cannot be executed due to illness of the trainer or other technical reasons for which Siemens is not responsible (e.g. defective training devices, etc.). Before cancelling the training measures, Siemens will attempt to find another suitable trainer to execute the training measure or postpone it to another date and time, if this is possible. Siemens will inform the customer immediately of cancellations of training measures.
- 7.2 If Siemens cancels training measures, the customer will receive a refund of the fee paid in advance for the cancelled training measures. Further-going claims or rights grounded in the cancellation of training measures are excluded.

8 Cancellation by the customer

The customer may cancel the agreement in writing at any time prior to the agreed start of the training measure. If notice of cancellation is not given at least ten calendar days before the beginning of the course, the customer will be charged 80% of the agreed total price for the training measures.

If the cancellation is notified earlier, the cancellation will be free of cost for the customer.

If a participant does not appear for an agreed training measure without prior notice of cancellation, 100% of the order value will be charged.

A training course may be discontinued at any time. In this case, we will charge 100% of the order value.

9 Unutilized services

- 9.1 Unutilized training measures will be forfeited twelve (12) months after order confirmation, without claim to refund of the fee.
- 9.2 If the customer purchases training measures in the form of a contingent which the customer can then access as needed, execution of the training measures may be claimed only in the respective contract year and may not be transferred to subsequent contract years.
- 9.3 No refund of unutilized training measures from prior contract years will be paid.

10 Copyrights

- 10.1 Siemens grants to the customer the non-exclusive right to use the hardware and software products delivered to the customer or made available to the customer during the courses without modifications and exclusively for training purposes.

Except in the case of Section 69e Copyright Act (UrhG), the customer may not extract, reverse-engineer or translate, or copy these software products provided for training purposes, or take out program parts or use them in some other, unapproved way.

The documentation and training documents provided to the customer (referred to hereinafter as "documents") are intended solely for the personal use of the customer. The documents may not be reproduced, reprinted, or translated by the customer, either as a whole or in parts. The customer is also not allowed to divulge or commercially exploit the contents of the documents.

- 10.2 The taping, filming, photographing, or other recording of courses and contents are only permitted with the prior consent of Siemens.

11 Safety regulations

Course participants are obligated to observe the safety and accident prevention regulations in effect on the business premises of Siemens or in other training locations, as well as the security regulations, particularly including access regulations, in effect there. Data carriers brought by the course participants may not be used on the computers of the training center, as a general rule.

You will ensure that course participants observe our safety-relevant instructions.

12 Cancellation right of consumers

12.1 If the customer places the order as a consumer within the meaning of Section 13 German Civil Code (BGB), he may cancel this contractual declaration without indication of reasons within 14 days. The cancellation period is fourteen days from the date of contract closing. To exercise this cancellation right, the customer must inform Siemens – Siemens AG, SITRAIN Training Center, Gleiwitzer Str. 555, 90475 Nuremberg, Germany, e-mail: info@sitrain.com – of his decision to cancel this contract by means of a categorical declaration (e.g. letter sent by regular mail, fax, or e-mail).

To observe the cancellation period, it suffices for the customer to send the notice of exercise of his cancellation right before the end of the cancellation period.

12.2 Consequences of cancellation

If the customer cancels this contract, Siemens will be required to refund all payments that Siemens received from the customer, including delivery costs (with the exception of the additional costs incurred by reason of the fact that the customer chose a different form of delivery than the lowest-cost standard delivery offered by Siemens) to the customer without delay, and no later than within 14 days from the date when Siemens received the notice of cancellation of this contract. For the refund, Siemens will use the same payment form that the customer employed for the original transaction, unless something different was expressly agreed with the customer; in no case will fees be charged to the customer for this refund.

If the customer requested that services begin during the cancellation period, the customer will be required to pay Siemens a reasonable amount that corresponds to the proportion of total services specified in the contract represented by the services already provided up to the time when the customer informed Siemens of his exercise of the cancellation right for this contract.