

# SIEMENS

## General Terms and Conditions for the Sale of Industry Training

### 1. Scope

Supplementary to the Standard Terms and Conditions for Industry Services the sale of training courses under Service Contracts/Service Order is subject to the following provisions.

### 2. Prices

2.1 The prices for standard training courses are specified in the current Siemens "SITRAIN"-trainings-catalog for Sweden ([www.siemens.se/sitrain](http://www.siemens.se/sitrain)) and are quoted per course participant. The prices for individual training courses including individual instructions are specified in the respective Service Contract/Service Order. All prices are exclusive of value-added tax, which will be charged separately at the statutory rate applicable at the time of performance of the Services. Unless otherwise agreed in the Service Contract/Service Order payment must be made without deductions within 10 days after receipt of the invoice.

2.2 Siemens reserves the right to change training prices, if the Customer does not complete the training within four (4) months of the Customer's confirmed order for the training.

2.3 Accommodation expenses including expenses for overnight accommodations, subsistence costs, hospitality costs and travel expenses are not included in the course prices and shall be borne by the Customer.

### 3. Services of Siemens and right to make changes without notice

3.1 Siemens is entitled to subcontract Services to subcontractors and remains responsible for these subcontractors within the scope of the statutory regulations.

3.2 The services of Siemens include:

- (i) Conduct of courses;
- (ii) Provision of course-accompanying documents;
- (iii) Provision of necessary work equipment; and
- (iv) Issuance of a certificate confirming course attendance.

3.3 The training courses performed by Siemens are qualified as services and Siemens shall not be liable for any performance of training delegates or for any work undertaken by the Customer based on such training.

3.4 Siemens reserves the right (without prior notice) to adapt the content of the training courses to reflect the current state of the art. As a result there may be some differences between the course descriptions and the course content as delivered. Siemens also reserves the right to make other, minor content or organizational changes (e.g. change of trainer), provided that the general character of the respective training course is preserved. The Customer shall not have the right to demand that the training courses are conducted by a certain trainer.

3.5 Siemens will conduct the commissioned training courses in training centers of Siemens or similar locations. In case of customized training at customer site, the classes might be conducted on customers premises.

3.6 At the Customer's request, Siemens may also conduct the training courses on premises owned or leased by the Customer. In this case, provisions other than these Standard Terms and Conditions for the Sale of Training Courses under Service Contracts/Service Orders may be agreed. In this case, the Customer will be responsible for setting up the infrastructure, including, for example, computers and presentation media to the extent they are not provided by Siemens. Siemens will inform the Customer of the required infrastructure in advance. If the Customer's systems are used to conduct the training courses, it will be the Customer's responsibility to take suitable and adequate precautions to protect its own data and programs from disclosure loss, destruction or damage.

### 4. Course dates

4.1 The dates of standard training courses are published on the Siemens's website at [www.siemens.se/sitrain](http://www.siemens.se/sitrain).

4.2 The dates for individual trainings including individual instructions shall be agreed individually between Siemens and the Customer.

### 5. Cancellation of training courses by Siemens

5.1 Siemens is entitled to cancel training courses for reasons outside of Siemens reasonable control, including (but not limited to) the minimum number of participants required to conduct a course on an economical basis is not attained, or the training courses cannot be conducted due to illness of the trainer, or defective training equipment, etc.. Prior to cancelling training courses, to the extent reasonably possible, Siemens will attempt to modify the training, for example by finding another suitable trainer to conduct the training courses or postponing to another date. Siemens will immediately inform the Customer of any cancellation of training courses.

5.2 If Siemens cancels training courses, any remuneration paid in advance for the cancelled training courses will be refunded to the Customer. Siemens shall have no other liability for any other claim by the Customer resulting from a cancellation of a training course.

### 6. Cancellation by the Customer

6.1 The Customer is at any time entitled to cancel training courses booked under a Service Contract/Service Order in writing before the agreed commencement of the training courses. The cancellation of booked training courses does not constitute a rescission from the Service Contract/Service Order.

6.2 Registration is binding. If the cancellation is notified more than 4 weeks prior to the start date, the cancellation is free of charge for the customer. If cancellation is made two-four weeks before the training, Siemens will charge 50% of the total price. Cancellation notified after this period will be fully charged. This also applies due to diseases and if a participant does not appear at the agreed standard or customized training. If the applicant is unable to attend for any reason, the customer can send someone else. When rebooking to another course Siemens gives 25% discount. Participants will receive invitation and route description about two to three weeks before the course starts. When the final number of registered applicants is less than five, we reserve the right to cancel the course.

6.3 In case of cancellation by the Customer cancellation costs in accordance with section 6.2 are due for payment on receipt of the cancellation notice by Siemens.

#### **7. Services not utilized**

7.1 Training courses not utilized within twelve (12) months after order confirmation will be forfeit and the Customer will forfeit any payment that has been made in respect of such courses.

7.2 In case the Customer has purchased training courses as part of a package which can be utilised by the Customer on demand, the Customer can only demand the training courses to be performed in the relevant contract year and unused training courses cannot be transferred to the following contract years.

7.3 The Customer will forfeit any payment that has been made in respect of such courses that are not utilised in the relevant year.

#### **8. Copyrights**

8.1 Siemens grants Customer the non-exclusive right to use the hardware and software products made available to Customer during the training courses exclusively for training purposes during the training courses and only in the same unmodified form. Except where the applicable law has mandatory effect in giving such rights, Customer may not remove, reverse-develop, translate or copy the software products provided to Customer for training purposes and Customer may not remove program parts or use them in any other, unapproved manner.

8.2 Customer shall not duplicate, reprint or translate the documentation and training documents provided to Customer (referred to in the following as "Documents"), in full or in part. Customer shall also not divulge, exploit or disclose the content of the Documents to other persons than the course participants.

8.3 Customer will be permitted to tape, film, photograph or otherwise record the courses and content only with prior written consent of Siemens.

#### **9. Safety regulations**

Customer shall observe the safety and accident prevention regulations in effect on the business premises of Siemens or other training places, as well as the site rules in effect there, particularly including physical access rules. Data storage medium brought along by Customer shall not be used on computers of the training centers.

#### **10. Responsibility of Customer for course participants**

The Customer is responsible for ensuring that the course participants sent by him comply with these General Terms and Conditions for the Sale of Industry Training Courses under Service Contracts/Service Order –Division DF, Customer Services.