

## Terms & Conditions

As used herein, “**we**”, “**our**” or “**Sulzer**” shall refer to the Sulzer company providing the training services and “**you**”, “**your**” or “**participant**” shall refer to the company or individual engaging the services of Sulzer Academy for pumps and systems.

“**Authorised User**” shall mean the participant accessing the seminar authorised by Sulzer who has paid a single supplement fee or is authorised by his employer paying the fee.

“**Client**” shall mean Sulzer’s customer other than participant.

“**Closed-Group Training Courses**” shall mean classroom training seminars conducted for participants from one paying client only.

“**Dedicated Online Training**” shall mean training seminars devised for participants from one paying client only.

“**GDPR**” means the General Data Protection Regulation of the European Union (Regulation (EU) 2016/679).

“**Open Training Seminars**” shall mean training courses (face to face) conducted to Authorised Users from multiple paying clients.

“**Open Webinars**” shall mean training seminars presented online simultaneously to Authorised Users from multiple (paying) clients.

“**Personal Data**” and “**Processing**” shall have the meanings ascribed to them under GDPR

## **Registration**

For open training seminars and Open Webinars, registrations are accepted in writing via mail, email or as an order. Your registration is binding only upon full payment of the seminar fee and confirmation by Sulzer. Registrations will be considered in the order of their receipt. Should a seminar be booked out, we will inform you immediately, otherwise we will send you a confirmation and invoice.

For Closed-Group Training Courses or Dedicated Online Training, the booking shall be confirmed upon receipt of your order. Closed-group training courses and Dedicated Online Training is provided for personnel of only one client in each seminar. Face-to-face training can take place at one of our branch offices, on your premises or at a training location such as a hotel or conference venue arranged and paid by you. Both kinds of training courses may be held weekdays Monday to Friday, as mutually agreed.

We reserve the right to reject or accept any registration.

## **Seminar Fees**

The seminar fee includes the participation in the seminar, whether online or face to face, comprehensive seminar documentation delivered electronically and a certificate of participation. For training courses conducted at our premises meals and refreshments during training are also included. The participant's travel, accommodation and living expenses are not included in the fee and shall be for participant’s own account.

The invoice for Open Training Seminars or Open Webinars is immediately payable in full. If payment is not received prior to commencement of the seminar, Sulzer may refuse the relevant participant's participation in that seminar.

All payments for Closed-Group Training Courses or Dedicated Online Training are due within thirty (30) days of invoice date.

It is an express term of this agreement that the Client advises Sulzer how many Authorised Users shall be accessing the seminar. The fee shall be based on the number of Authorised Users. In the event that the number changes the client shall immediately notify Sulzer of and pay Sulzer the additional amount due. In the event that the client fails to notify Sulzer of the correct number of Authorised Users Sulzer shall be entitled at its option to immediately suspend the training or invoice separately for each additional participant.

The fee and any part thereof are exclusive of sales, excise duties, VAT, sales taxes or similar taxes and duties which shall be charged additionally in accordance with the applicable legislation.

You shall be responsible for all costs you incur in connection with your access onto any online seminar.

## **Cancellation**

Sulzer reserves the right to cancel an Open Training Seminar or Open Webinar for good reason up to no less than 10 days before the seminar date without any further consequences or liability. You will be informed in writing and already paid seminar fees shall be refunded in full unless an alternative training date is agreed. Any claims of participants shall be excluded.

Participants of Open Training Seminars or Open Webinars may cancel their participation up to no less than 14 days prior to seminar date free of charge. In case of later cancellation, a cancellation fee of 50% applies. If a participant does not attend the seminar without prior written cancellation notice, the full seminar fee will be charged. Any booked participant can be replaced by another participant at no extra charge.

In case a Closed-Group Training Course or Dedicated Online Training cannot be conducted due to force majeure, illness, accident, or other reasons for which the trainer cannot be held responsible for, Sulzer is entitled to appoint a substitute trainer, defer or cancel the seminar, without any further consequences.

Any cancellation of a Closed-Group Training Course or Dedicated Online Training by the Client must be in writing. For cancellations within 15 to 30 calendar days prior to the seminar date a cancellation fee of 50% applies. For cancellations less than 15 calendar prior to the seminar date, 100% of the agreed seminar fees will be charged. Sulzer reserves the right to invoice higher costs against documentary evidence. If an alternative date is booked within 4 weeks after cancellation, the cancellation fees will be credited against the booking cost.

Sulzer reserves the right to withdraw this quotation even during performance of the training, without any consequences or liability towards the participant or Client in the event the safety of the destination is in the reasonable opinion of Sulzer unsatisfactory for trainers and participants. Such reasons include, without limitation, political instability, actual or threatened terrorist or criminal activity, acts of war or insurrection, chemical or any other safety hazards or other substances known to be harmful to health.

### **Seminar Documents and Content**

The training has been carefully prepared and shall be carried out according to current knowledge. Sulzer cannot be held liable for any advice given or utilization of acquired knowledge by Client or participants.

Documents and training materials we provide may not be copied, processed, amended, circulated or published for any other than the training purpose without our written consent.

No audio or videotaping of the seminar is allowed without the written consent of Sulzer. All intellectual property rights in the Online Webinars, Open Training Seminars, Dedicated Online Training Courses and Closed-Group Training Courses and the speeches made by trainers therein are, and remain the intellectual property of Sulzer or its licensors, no matter whether adapted, written or customized for the participant.

Sulzer reserves the right to relocate and/or defer seminars or appoint a substitute trainer anytime. Sulzer shall notify you of any relocation, deferral or cancellation. Any further claims of participants are excluded.

### **Confidentiality and Data Protection**

Both Sulzer and Participant/ Client shall keep confidential all information obtained under or in connection with the training, including information observed during visits to the others premises, and shall not divulge the same to any third party without the prior written consent of the supplying party. This provision shall not serve to restrict Participant's legitimate use of the training materials for the purpose of installation, operation and maintenance of the pump equipment to which the training relates (but for no other purpose) or any information which is in the public domain or to information which is obtained from a third party who is free to divulge the same.

Pursuant to the applicable data protection legislation, Sulzer confirms that seminar participant data such as their full address and invoicing information or other related data will be stored in machine-readable form and processed electronically for tasks arising from this contract. The data will be treated as strictly confidential and will not be forwarded to third parties for other purposes.

Each party to this agreement undertakes to comply with its obligations under all applicable data protection laws including but not limited to The General Data Protection Regulation and any enactment thereof ("GDPR") and shall not perform their respective obligations hereunder in such a way as to cause the other party to breach any of its obligations under the data protection law including GDPR. Each party shall take appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data provided to it by the other party, and against accidental loss, alteration, unauthorised disclosure, or destruction of or damage to that Personal Data.

Sulzer ensures that this rule of confidentiality is maintained by appropriate measures and the commitment of its employees.

### **Health and Safety**

Sulzer and participant each undertakes that any locations it may provide to the other for the provision of the training shall be maintained in a safe condition, and to comply with all applicable laws, statutes and regulations governing workplace health and safety, and to give the other's

personnel all safety instructions necessary. Each party shall make sure that its personnel will follow all such reasonable instructions.

**Liability**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDING ALL DOCUMENTS MAKING PART THEREOF, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SULZER BE LIABLE TO THE PARTICIPANT OR CLIENT, BY WAY OF INDEMNITY, OR BY REASON OF ANY BREACH OF CONTRACT OR OF STATUTORY DUTY OR BY REASON OF TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) FOR ANY LOSS OF PROFIT, LOSS OF CONTRACTS OR EARNINGS, DELAY DAMAGES, INTERRUPTION OR LOSS OF PRODUCTION, LOSS OF USE, LOSS OF OPPORTUNITY OR BUSINESS, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER THAT MAY BE SUFFERED BY PARTICIPANT.

THE REMEDIES OF PARTICIPANT SET FORTH HEREIN ARE EXCLUSIVE, AND SULZER'S LIABILITY WITH RESPECT TO ANY CONTRACT, INDEMNITY, TORT (INCLUDING NEGLIGENCE), UNDER ANY WARRANTY, STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED ONE HUNDRED PERCENT (100%) OF THE CONTRACT PRICE PAID FOR THE TRAINING, UNLESS CLAIMS ARISE FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SULZER OR FROM SULZER'S LEGAL LIABILITY FOR DEATH OR PERSONAL INJURIES.

**Force Majeure**

Sulzer shall not be liable for any non-performance, delay, losses or damage incurred as a consequence of act of God, riot, acts of war, flood, fire natural disasters; epidemics or other events for which it is not responsible (e.g. strikes, lock-outs, disruption of transportation, actions by foreign or national governmental authorities) or as a consequence of technical disruptions (e.g. of the EDP system) ("force majeure") caused other than by a culpable act. Force majeure also includes computer viruses or intentional attacks on EDP systems by "hackers", provided that appropriate measures had been taken for their prevention.

**Governing Law and Dispute Resolution**

The contract is construed and shall be interpreted in accordance with the laws of country of domicile of the host Sulzer company and the conflict of law rules shall be excluded. The Courts of the domicile of the host Sulzer company shall have exclusive jurisdiction in respect of any action arising out of the same.

Before initiating a legal proceeding, the parties shall endeavour to settle any dispute between them in connection with or arising out of the contract by mutual agreement.

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