

# Terms & Conditions

## Siemens Healthineers Global Training Center

### Terms and Conditions

#### General Terms and Conditions for the Training Services of the Siemens Healthineers Global Training Center

Effective as of April, 2017

#### 1. General Provisions, Scope of Performance

All training services will be offered as either live training or as e.Learning. In addition to standard training, live training includes so-called individual training, that is, training conducted on the basis of individual agreements between the Siemens Healthcare GmbH, Siemens Healthineers Global Training Center (TC) and the client. e.Learning includes courses conducted as Web Based Training (WBT) or Virtual Classrooms (VCR). The training measures to be executed by TC are provided as a service. TC does neither warrant/guarantee nor otherwise commit any result/success with respect to increase of trainees' capabilities, knowledge or skills.

The TC shall conduct the booked training pursuant to the description in the course program or in the online presentation or in accordance with the individually drafted offer. The TC may engage third parties for the provision of trainings. The TC reserves the right to make a change in content, relocate the site of training and reschedule training, as well as to make a change in the instructor. In particular, the TC may further develop or update the content of the courses without prior announcement.

Unless otherwise agreed upon the scope of performance for live classes shall only include the conduction of the training at the agreed location and the provision of the materials required to conduct the training. If the relevant training is conducted within the facilities of the TC, the scope of performance shall also include the use of rooms and the technical facilities at the TC. Where the training is conducted outside of the facilities of the TC, the training rooms, facilities and other resources necessary for the conduction of the training shall be provided upon the responsibility and at the expense of the client.

Provided nothing to the contrary has been agreed to, the scope of performance for e.Learning shall include:

- in the case of WBTs, the provision of the ordered training module via the online user interface of the TC for unlimited use by the client;
- as of the initial call of the module;
- in the case of VCRs, the provision of the software required for the conduction of the VCR with the content described in the course program or in the online presentation for downloading via the online user interface of the TC, as well as the conduction of the ordered training on the agreed date.

#### 2. Registration, Creation of Contract

Registration shall be made in writing (by letter or fax) or via the online user interface of the TC. The client shall receive a confirmation of order and invoice upon the receipt of the registration. The contract shall not come into effect until this confirmation of order has been received and shall be subject to the receipt of the full invoiced amount at the TC within 10 days of the receipt of the order confirmation.

Following the receipt of payment, the trainees of classroom events and VCR e-learning shall receive an invitation for the booked training. In the case of WBTs and CBTs, trainees shall receive information on the provision or delivery of the ordered training modules and/or software.

# Terms & Conditions

## Siemens Healthineers Global Training Center

### 3. Terms of Payment, Additional Expenses

The attendance fees and any and all payments to be made on the basis of agreements made between the TC and the client shall be due for payment by the client upon receipt of the respective invoice and without any deductions. In the event of a cancellation (clause 4), any cancellation fees shall be due for payment immediately upon the receipt of the cancellation at the TC.

All course prices are given in Euro or US\$ (prices on invoices are translated to the respective exchange plan rate).

If the TC incurs any additional costs due to the special requirements of the client or, provided the training is conducted outside of the facilities of the TC upon the request of the client and/or if additional costs are incurred due to the configuration work conducted at such other site or because the training facilities do not comply with the required standards, these additional costs may be invoiced separately to the client by the TC.

Travel expenses, the costs of any stay, accommodation, food and drink and assistance for the trainees shall in any event be borne by the client or by the trainees themselves.

### 4. Alteration of booking/Cancellation by the Client

The client may alter the booking for the ordered training for a later date or designate an alternate trainee for the training free of charge by no later than 15 days prior to the start of the ordered training. The client shall not be entitled to a reimbursement of the attendance fees in this case.

A cancellation by the client is possible at any time up to 72 hours prior to the start of the training, provided that notice of cancellation is given in written form.

In the event of a cancellation from the 13th day to the 7th day prior to the start of the relevant training, a cancellation fee of 50 % of the attendance fees shall be paid by the client. For a cancellation from the 6th to the 3rd day the cancellation fee shall be 75 % and 100 % as of the 3rd day prior to the start of the training. Decisive is receipt of the cancellation by TC.

Notwithstanding the foregoing provisions, the TC reserves the right to charge its expenses already incurred (e.g. for the making, sending or provision of training materials and resources) in the event that a training to be conducted outside of the premises of the TC is cancelled after the 15th day prior to the relevant start.

In individual cases, other cancellation deadlines and cancellation fees may apply for training conducted by other training providers on behalf of the TC. The TC will inform the client of this fact upon registration. In these cases, the TC reserves the right to charge to the client the cancellation expenses which are in excess of the aforesaid costs.

### 5. Program Changes and Cancellation of Training by the TC

The TC reserves the right to cancel trainings if the training cannot be reasonably provided for reasons beyond TC's control, for instance, an instructor is or becomes unavailable or there is an insufficient number of trainees. In each case, the TC will endeavor to inform the client as soon as possible of any cancellation or necessary changes in the program. If the TC has to cancel the training, the attendance fees already paid shall be reimbursed without undue delay. Further claims on the part of the client shall be excluded except in cases of willful or grossly negligent misconduct on the part of the TC.

TC reserves the right to cancel WBTs which are not started by the student within 3 month after enrolment.

# Terms & Conditions

## Siemens Healthineers Global Training Center

### 6. Hotel Reservations

Where hotel reservations are desired by the client, the TC will forward the relevant requests to BOOK-IT, Carl-Thiersch-Str. 2c, D-91052 Erlangen. BOOK-IT will provide the client with a proposal for a hotel reservation. Hotel reservations shall be made upon the sole responsibility of BOOK-IT. The TC shall not assume any responsibility whatsoever for the failure of BOOK-IT to perform services or for the improper performance of services by BOOK-IT. A contractual relationship shall be created solely between BOOK-IT and the client. In the event that the attendance at training is cancelled, any hotel cancellation costs shall be invoiced to the client by BOOK-IT.

### 7. Collection of Payments

The collection of any and all payments to be made by the client to the TC will be performed by BOOK-IT (clause 6). Should a hotel reservation have been made through BOOK-IT, the collection of the payments may be made together with the collection of said payments.

### 8. Data Protection

The client expressly agrees to the collection and processing of the data provided to the TC to the extent required for the performance of this Agreement. This includes the consent with the disclosure of the data to BOOK-IT (clause 6) to the required extent. The client warrants that he is authorized to provide the data to the aforesaid extent and to deliver the aforesaid declarations.

### 9. Restrictions of Use, Copyrights

9.1 The issued training materials and the provided software are protected under copyright law and may not be changed, reengineered, decompiled or reproduced, reprinted, translated, or electronically processed for any reason other than for necessary back-up purposes, or disclosed to individuals other than the client or the trainee or used for any purposes other than for the training purposes agreed to under the terms of contract.

9.2 The taping, filming, photographing, or other recording of courses, contents, training material and/or products used for the provision of trainings are only permitted with the prior consent of the relevant instructor. If the client or any trainee send by the client is in breach of this agreement the TC shall be entitled to (i) dismiss the trainee from the training and/or (ii) request deletion or hand over of the recorded material to the TC. In either case TC shall not be obliged to any refund of fees and shall be entitled to claim damages or reimbursement of expenses caused due to the breach of this agreement.

### 10. Safety and Accident Prevention Regulations

Trainees are obliged to comply with the safety and accident prevention regulations in effect at the location of the training. In general, data storage media brought to the TC by trainees may not be used on the computers of the TC.

### 11. Proviso (Export Control)

All goods and services of the TC shall be subject to the proviso that the required export licenses have been issued or no other obstacles under German export regulations or other applicable export regulations prevent their delivery or performance.

### 12. Liability

The TC shall have unlimited liability for personal injury for which it is responsible and shall pay for the expense of restoring property in the case of property damage a maximum amount of EUR 25,000.00 per occurrence. In the event that data storage material is damaged, the duty to make compensation shall not include the expense of retrieving lost data and information.

# Terms & Conditions

## Siemens Healthineers Global Training Center

Damage compensation claims other than those expressly referred to in these Terms and Conditions, including, but not limited to, claims for the interruption of business operations, loss of profit, loss of information and data or consequential damages shall be excluded, provided no mandatory liability exists such as e.g. under the Product Liability Act or due to willful misconduct, gross negligence, the lack of a warranted characteristic or the breach of major contractual duties. The foregoing rules shall not be associated with a change in the burden of proof to the detriment of the party raising the claim.

Provided the client and trainee of the relevant training are not identical, the client shall be liable for the failure of the trainee to fulfill the duties to which he is obliged under the agreements made with the TC. This shall include the obligations on the basis of these Terms and Conditions.

### **13. Venue, Applicable Law**

Exclusive venue shall be Erlangen if the client is a merchant. German law shall apply exclusively without reference to its conflict of law provisions.

### **14. Other Provisions**

Should provisions of these General Terms and Conditions be or become fully or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions. In lieu of the invalid or unenforceable provision, such provision shall apply which comes as close as legally possible to what the parties to this Agreement wanted or would have wanted in accordance with the spirit and purpose of this Agreement if they had considered the invalidity or unenforceability of the relevant provisions upon the conclusion of contract. Side agreements shall require written form.

### **15. Special Courses**

In case of courses exclusively reserved for a client (so called "Special Courses" - "CO-Courses") the client provides PO Number to TC Administration Office not later than 3 month before course starts. Otherwise the planned course will be cancelled. Course will be charged after the last course day. Any cancellation from client after 3 month before course start does not lead to any refund. If TC cancels a course clause 5 of shall apply.

### **16. Unannounced appearance in course**

In case a client appears in a course without valid invitation from TC such client may either provide Purchase Order Number until 12: a.m. at the first day of the course or will have to leave the Training Center Campus. Price for unannounced appearance is € 1.000, -- per course day.