

Training Courses Terms and Conditions

These terms and conditions ('T&Cs') shall apply to the provision of the training to be supplied by Endress+Hauser Limited (E+H) to you and (if you are an employer) your employees as specified in your purchase order or online at <https://EndressHauserTraining.as.me/> ('Online Booking Process')

1. BASIS OF CONTRACT

- 1.1 These conditions shall be incorporated in all Contracts and shall be the sole conditions under which the provision of the Services takes place.
- 1.2 The Contract shall become binding when we have provided to you acknowledgement of receipt of your completed Booking Form either verbally or in writing as appropriate. These conditions shall be applicable to all repeat orders made by you unless we notify you otherwise.

2. BOOKING FORMS

- 2.1 All Booking Forms must be completed in full by you and returned to us no later than ten (10) Working Days prior to the Course Date except where the provisions of sections 2.3 or 2.4 apply.
- 2.2 You can book our courses online at <https://EndressHauserTraining.as.me/> or by submitting a purchase order.
- 2.3 Where the Course Date is within five (5) Working Days all Booking Forms relating to the relevant Services must be returned to us within five (5) hours of us sending you the booking form.
- 2.4 Where the Course Date is the next Working Day the Booking Form must be returned to us within two (2) hours of us sending you the booking form or by the close of business (whichever is sooner).
- 2.5 Booking forms which are incomplete, inaccurate or which are not returned to us for confirmation are liable to cancellation without notice.
- 2.6 We shall not process any Booking Form and shall not be liable to provide the Services to you where your Booking Form does not contain a valid purchase order number.

3. OUR OBLIGATIONS

- 3.1 We shall use reasonable endeavours to provide the Services at the Venue on the Course Date.
- 3.2 We shall exercise reasonable skill, care and diligence in providing the Services.
- 3.3 We shall deliver the Services in English.

4. YOUR OBLIGATIONS

- 4.1 You shall ensure that the agreed Delegates attend at the Venue on the Course Date in good time to receive the Services. Late arrival or absence for any prolonged duration may result in the Delegate being refused the Service and the provisions of section 6 applying.
- 4.2 You shall ensure that the Delegates:
 - 4.2.1 are sufficiently competent to receive the Services;
 - 4.2.2 attend on the Course Date with appropriate personal protective clothing in a clean and working order;
 - 4.2.3 do not damage or remove from the Venue any equipment used in the provision of the Services;
 - 4.2.4 do not permit anyone else to use the Service or the Course Materials; and

- 4.3 Withdraw any Delegate from attendance at the Venue upon our reasonable request including but not limited to our suspicion that any Delegate is under the influence of alcohol or an illegal substance;
- 4.4 Pay the Payments on the due dates for payment;
- 4.5 Pay the Cancellation Charges and Transfer Charges (where relevant);
- 4.6 Check the suitability of the Services for your specific needs prior to completing and returning the Booking Form.
- 4.7 Pay for any damage to or loss of equipment caused by the Delegates during the provision of the Services.
- 4.8 Not use the Services or the Course Material for training other people.
- 4.9 Not contest our intellectual property rights in the Service or any Course Materials.

5. PAYMENT TERMS

- 5.1 You shall make all Payments to us in accordance with this clause 5. All Payments are, unless otherwise stated, exclusive of any applicable VAT.
- 5.2. Customers with a credit account shall pay all invoices in full and cleared funds no later than 30 days from receipt of the invoice and in any event prior to the training taking place, to a bank account provided on the invoice by E+H, or in the case of online bookings, shall make payment as required by the Online Booking Process. All Customers without a credit account must pay for the Services in full and clear funds prior to the Course Date by credit or debit card.
- 5.3 You shall pay all sums due to us under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies and prompt payment under the Contract shall be of the essence.
- 5.4 Until full payment for the course has been received by E+H for any booking, then that booking is regarded as unconfirmed. Any booking is to be regarded as confirmed only when full payment for that booking has been received by E+H.
- 5.5 Without prejudice to any of our other rights, if you fail to make any payment in full on the due date we may charge you interest (both before and after judgment) on the amount unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and/or suspend further Services to you or any of your Associated Companies.

6. CANCELLATION AND TRANSFER CHARGES

- 6.1 We reserve the right to cancel or alter the Course Dates or the provision of Service, the Venue and the individual or organisation providing the Service at any time and for any reason without prior notice and liability to you.
- 6.2 In event of cancellation, we will change your Course Date(s) to the next available Course Date(s) unless you specifically request otherwise.
- 6.3 Where you cancel any Services or the Delegates fail to attend at the Venue on the Course Date to receive the Services the following charges will be paid by you to us:
 - 6.3.1 Twenty per cent (20%) of the Payments where cancellation is made more than five (5) Working Days before the Course Date;
 - 6.3.2 Fifty per cent (50%) of the Payments where cancellation is between more than two (2) Working Days but less than five (5) Working Days before the Course Date;
 - 6.3.3 One Hundred per cent (100%) of the Payments where cancellation is less than two (2) Working Days before the Course Date, or, where the Delegates fail to attend at the Venue on the Course Date to receive the Services.
- 6.4 Delegates may choose to transfer to a different date giving us no less than fourteen (14) days' notice in advance of the start time of the course, however, we cannot guarantee availability on your replacement

date. The decision as to whether or not accept the request is entirely within our discretion. Original acceptance of T&Cs will also transfer.

6.5 The cancellation must be notified to us by email to mark.hodgins@endress.com.

7. COURSE MATERIALS

7.1 All intellectual property rights in the Course Materials will remain our property. You have a non-exclusive licence to use the Course Materials in connection with the provision of the Services only. This licence is a personal, non-transferrable licence and you must not make copies available to anyone else (in whole or in part).

7.2 The Course Materials are not intended to constitute advice in any specific situation and may not constitute a definitive or complete statement of the relevant subject-matter.

8. DATA PROTECTION

8.1 You acknowledge and agree that we may use Personal Data (as defined within the Data Protection Act 2018) obtained from you or any Delegates nominated by you ("Your Data") during or following the completion of the Booking Form or provision of the Services, or otherwise during the term of the Contract, for the following purposes:

8.1.1 administering the Contract (including, without limitation, liaising with any third parties who are relevant to the provision of the Services, assisting with requests, and/or processing orders);

8.1.2 notifying you of changes to the Services or any terms and conditions and enabling us to make the Services available to you/a Delegate nominated by you;

8.1.3 for invoicing purposes and as otherwise permitted under these conditions; and

8.2 Save as otherwise provided or permitted in these conditions we will not pass Your Data (as defined above) to any third parties. We may pass Your Data on to other Endress + Hauser Group companies. We may contact you for marketing purposes and may send you information about our products and services which we consider may be of interest to you (unless you have specifically requested that we do not do so).

8.3 You acknowledge that for the purposes of the Data Protection Act 1998, Endress + Hauser Limited is a data controller of any Personal Data that you provide. If you wish to have details of any credit reference or fraud prevention agencies we use to obtain information about you, or receive a copy of any personal data we hold about you, you may do so by submitting a request in writing for a copy of the information to our Data Protection Officer at Endress + Hauser Limited, Floats Road, Manchester, M23 9NF stating your full name, address, account number and phone number. We may charge a fee of £10 (or the maximum permitted by statute if higher or lower) to us for providing such information.

8.4 Further information on how we process your data can be found in our Privacy Policy which can be accessed online at <https://www.uk.endress.com/en/data-protection> or provided on request.

9. CONFIDENTIALITY

9.1 We will each keep in confidence any information of the other, whether written or oral, of a confidential nature obtained under or in connection with the Contract except to the extent any disclosure is required by law or expressly agreed.

9.2 Information shall not be treated as confidential if it is lawfully in the public domain; or lawfully in the possession of a party before disclosure to it has taken place; or obtained from a third person who is entitled to disclose it; or replicated independently by someone without access or knowledge of the information.

10. LIMITATION OF LIABILITY

10.1 Whilst every effort is made to ensure that our courses are relevant and topical they are not tailored or bespoke for specific businesses or individuals and therefore all warranties, representations, terms,

conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.

- 10.2 We shall have no Liability to you if any Payments due in respect of the Services have not been paid in full and cleared funds by the due date for payment.
- 10.3 We shall have no Liability to you to the extent that you are covered by any policy of insurance and you shall ensure that your insurers waive any and all rights of subrogation they may have against us.
- 10.4 We shall have no Liability to you for any losses whether arising from breach of contract, tort (including but not limited to negligence), or otherwise, and whether flowing naturally and directly from such breach, negligence or other cause, or not, for; loss of revenue, loss of profit, loss of anticipated saving, loss of goodwill, loss of reputation, economic and/or other similar losses, special damages, indirect losses and/or consequential losses; and/or business interruption, loss of business, contracts and/or opportunity.
- 10.5 Our total Liability to you under and/or arising in relation to any Contract shall not exceed the Course Fee under that Contract.
- 10.6 Nothing in this Contract shall exclude or limit our Liability for death or personal injury due to our negligence nor exclude or limit any other type of Liability which it is not permitted to exclude or limit as a matter of law.

11. GENERAL

- 11.1 Upon termination of the Contract the provisions of Sections 4.2.6, 4.9, 7, 8, 9 and 10 shall continue in full force and effect.
- 11.2 You shall be responsible for compliance with all relevant legislation and regulations issued by Government or local authorities, including (but not limited to) regulations under the Factories Acts, Health and Safety at Work Act.
- 11.3 You agree to indemnify and keep indemnified us against any Liability suffered by us and arising from or due to your breach of contract, tort (including negligence) and/or any breach of statutory duty and/or any claim from a third party for injury to person or property arising from your use of the Services.
- 11.4 No waiver by us of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision.
- 11.5 If any provision of the Contract is held by any competent authority to be unenforceable, in whole or in part, the validity of the other provisions of this Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 11.6 We shall have no Liability to you for any delay and/or non-performance of a Contract to the extent that such delay is due to Force Majeure.
- 11.7 These terms and conditions supersede and replace all prior terms and conditions.
- 11.8 You shall not, and shall procure that your directors, employees, agents, representatives, contractors or subcontractors shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010. Breach of this clause 11.8 shall entitle us to terminate with immediate effect.
- 11.9 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 11.10 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

12. Definitions

In these conditions the following words have the following meanings:

*“**Booking Form**” means the booking form or purchase order containing the details of the Services;*

*“**Cancellation Charges**” means the cancellation charge to be paid by you to us more particularly defined in section 6 hereof;*

*“**Contract**” means a contract created by the acceptance of the Booking Form and which incorporates these conditions and any special conditions detailed in the Booking Form made between you and us for the provision of the Services;*

*“**Course Date**” means the date on which the Services will be provided to you as set out on the Booking Form;*

*“**Course Fees**” means the amount to be paid for the provision of the Services.*

*“**Course Materials**” means all documents and information provided to a Delegate in relation to the provision of the Services;*

*“**Delegates**” means those persons notified by you to us who will attend at the Venue to receive the Services;*

*“**Force Majeure**” means any event outside a party’s reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, malicious damage, explosion, terrorism, governmental actions and any other similar events;*

*“**Liability**” means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs (including but without limitation all legal costs and disbursements) and any other losses and/or liabilities;*

*“**Online Booking Process**” means the process of booking online using <https://EndressHauserTraining.as.me>*

*“**Payments**” means the amounts to be paid by you to us under the Contract including but not limited to the Course Fees;*

*“**Services**” means the training services to be provided by us to you and more particularly as listed on the Booking Form and in any Course Material provided;*

*“**Venue**” means the place at which the Services will be provided which is detailed on the Booking Form which may be arranged by you or us;*

*“**we/us/our**” means Endress + Hauser Limited and will include its employees, servants, agents and/or duly authorised representatives;*

*“**you**” means the person, firm, company or other organisation purchasing the Services.*