

# General Terms and Conditions for Siemens Gamesa Renewable Energy Training Center Budapest

## 1. General

- 1.1. These General Terms and Conditions shall apply for all training service agreements entered into by and between the customer and Siemens Gamesa Renewable Energy Kft. (SGRE Kft).
- 1.2. The nature and scope of the training services to be provided by SGRE Kft. are set out in detail in the specific description of the services, which is an integral part of the agreement. All training events will be held in English. Training in Hungarian may be offered by special request, but the course materials will always be handed out in English.
- 1.3. SGRE Kft. is responsible only for providing the training, not for the success or the outcome of the training.
- 1.4. The order agreement consists of SGRE Kft. acknowledgement pursuant to section 4.1 and these General Terms and Conditions. These documents are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:
  - SGRE Kft. acknowledgment,
  - These General Terms and Conditions.

## 2. Prerequisites for attendance & Attendance certificate

- 2.1. Before the start of each training event, the participants must attend a mandatory site and security briefing. Unless otherwise stated in the specific training program, the participants must wear suitable working clothing and safety shoes (steel-toe boots) and must be able to understand the course language. Participants who do not satisfy these requirements may be barred from the training activities.
- 2.2. Participants must be of adult age, physically fit and in no way physically impaired. The Personal Protective Equipment (PPE) is designed for a weight limited of the participant including the PPE not exceeding 136 kg (299 lbs) in total, whereas the PPE itself has a weight of approx. 20 kg (44 lb). The participant therefore has to make sure that he does not exceed this weight limit, while wearing the PPE.
- 2.3. Participants must obey all applicable safety and accident prevention regulations and follow the Client's/Instructor's orders. Failure to do so or persistent disruption of the training event may lead to the participant being expelled from the event.

- 2.4. In the event of expulsion pursuant to this Section 2, the course fee shall nevertheless be payable in full.
- 2.5. SGRE Kft. will issue an attendance certificate at the end of the training event. The validity of the certificate will be noted on the certificate. A certificate will be issued only if the participant has taken part in the training activities 100% and has successfully completed the course.

## 3. Registration

- 3.1. The customer shall register the participants in writing as soon as possible in advance of the scheduled date of the training event, supplying the following data:

For customers not employed by SGRE Kft.

- Customer's name (including full address and details required for invoicing)
- Name of participant(s) (full name as in national ID/passport)
- Date of birth of participant(s)
- Prerequisite(s) of trainings
- Other references for invoicing, if required by customer

For customers employed by SGRE Kft.

- Customer's name (including full address and details required for invoicing)
- Name of participant(s) (full name as in national ID/passport)
- Date of birth of participant(s)
- Prerequisite(s) of trainings
- GID number of participant(s)
- Purchase order

## 4. Acknowledgement of Registration

- 4.1. SGRE Kft. will acknowledge the customer's registration in writing not later than five business days after registration, provided that all necessary information are transmitted by the customer as stated in section 3. The acknowledgement contains details on the training program, the venue for the training event, confirmation of the fee payable, the dates of the event, and other relevant information.
- 4.2. If the training event on the date requested has already been fully booked, SGRE Kft. will inform the customer about availability on the waiting list and will suggest an alternative date. The alternative date is offered, and will only be booked when the request is registered according to the procedure described in section 3.

## **5. Changes and cancellation by the participant**

- 5.1. The customer may cancel the booking for registered participants in writing free of charge up to thirty-one (31) calendar days prior to the start of the training event. For GWO trainings, the customer may cancel the booking for registered participants in writing free of charge up to fifteen (15) calendar days prior to the start of the training event. Cancellation after that time or non-appearance of a registered participant at the training event will be charged 100% according to the price list applied at the start date of the training event. The above periods refer to the date on which SGRE Kft. receives the written cancellation.
- 5.2. After cancellation, SGRE Kft. may offer the customer the next available place at an identical training event on another date. The customer may designate substitutes from its own ranks for registered participants not earlier than ten (10) working days and not later than five (5) days prior to the scheduled start of the training event.

## **6. Changes and cancellation by SGRE Kft.**

- 6.1. SGRE Kft. reserves the right to change the venue for the training event, to postpone or cancel training events, or to designate another instructor on the same day for objectively justified reasons (e.g. if there are not enough participants, in cases of force majeure, in the event of the instructor falling ill (without it being possible to find a substitute) or for other reasons beyond SGRE Kft.' control). Changes are permissible only if they are not unreasonable for the customer.
- 6.2. The customer will be informed without delay about any change or cancellation. SGRE Kft. may offer an alternative date as provided for in Section 5.2, in which case the registration may be changed to the new date free of charge. If no substitute event is offered and if no rescheduling of the training event is possible after cancellation of the originally scheduled training event for the above reasons, no course fee will be charged. SGRE Kft. shall not be liable and the customer shall have no right to claim for indemnification of expenses (e.g. for travel or transportation costs) or damages incurred by customer in connection with a justified change or cancellation by SGRE Kft..
- 6.3. SGRE Kft. reserves the right to change, adapt and evolve the content of the training events to ensure that the purposes of the training are achieved and to reflect current training needs; some details of the content may therefore differ from the description of the training activity. This applies only to the extent that the changes are not unreasonable for the customer. The customer shall not be entitled to any claims arising out of such changes.

## **7. Fees and payment**

- 7.1. The amount of the fee, especially for specifically customer-tailored training events, shall be as set out in SGRE Kft.' offer or, if no specific offer is presented, as specified in the current SGRE Kft. Price List for Training Courses. The fee is stated in Euro. The stated prices are subject to the applicable value added tax (sales tax).
- 7.2. Incidental expenses, e.g. for travel and overnight accommodation, are not included in the fee and must be borne by the customer.
- 7.3. If the listed charging rates currently in use at SGRE Kft. are raised to account for personnel or other cost increases, SGRE Kft. may adjust the prices under this training contract accordingly, provided that they are actually affected by the cost development and have not yet fallen due for payment.
- 7.4. Invoices from SGRE Kft. are payable without deduction within ten (10) working days of invoicing unless otherwise agreed in writing between the customer and the SGRE Kft. Training Center.

## **8. Materials and copyright, travel**

- 8.1. The participants' daily travel to and from the venue for the training event is not included in the scope of services and must be organized by the participants themselves. Travel necessary during the course of training (e.g. tours of the location) will be organized for all participants by SGRE Kft.
- 8.2. The course materials may not be reproduced or utilized for unauthorized purposes, nor forwarded nor disclosed to third parties without SGRE Kft.' prior written consent. If any software is made available during the training event, it may not be taken or removed from the training site, copied or otherwise made usable in any unauthorized manner. SGRE Kft. reserves all rights to the course papers, tuition aids and any software used and to all information conveyed by word of mouth.
- 8.3. On the first day of the training event SGRE Kft. will provide the participants with notepaper, writing material and a safety belt for use during the event. Participants must themselves bring and use safety shoes (steel-toe boots) and a hard hat. Each participant will be given one copy of the course papers, unless otherwise agreed.

## **9. Qualitative impairment of service**

- 9.1. If, for reasons for which SGRE Kft. is responsible, SGRE Kft. fails to perform any contractual services properly and in full as provided for in the acknowledgement, SGRE Kft. shall be obliged to perform those services in accordance with the acknowledgement within a reasonable grace period, provided and to the extent that the customer has entered a written complaint to SGRE Kft. on the spot and before the end of the performance of the inadequate services. If the situation is not remedied,

the customer shall be entitled to cancel this order agreement with immediate effect by giving written notification.

- 9.2. Claims under Section 9.1 shall expire three (3) months after the services have been performed in full or after early termination of this order agreement.

## **10. Liability**

- 10.1. SGRE Kft. will bear unlimited liability for any injury (death, bodily injury or health impairment) caused by SGRE Kft. to persons and will indemnify for the effort of remedying any property damage caused by SGRE Kft. up to the amount of EUR 250,000 per loss event. In the case of damage to data-carrying materials, the obligation to indemnify shall not include the effort incurred in recovering lost data and information.
- 10.2. All claims by the customer for damages or indemnity over and above those expressly set out in this order agreement, on any legal grounds whatsoever, especially claims on the grounds of business interruption, loss of profit, loss of information and data, or consequential damage are ruled out, unless liability is mandatory by law, e.g. pursuant to product liability legislation or in cases of deliberate intent, gross negligence, or breach of essential contractual duties. However, damages or indemnity on the grounds of breach of essential contractual duties shall be limited to foreseeable detriment typical of this type of contract, unless deliberate intent can be proven.
- 10.3. The provisions of Sections 10.1 and 10.2, above, do not entail any reversal of the burden of proof to the disadvantage of the Client.

## **11. Confidentiality, subcontracting**

- 11.1. The parties shall use all documents, information and data they receive that are designated as confidential for the purposes of this order agreement only. Unless and to the extent that they are not in the public domain, the parties shall treat the aforesaid documents and information as confidential and not disclose them to any third parties that are not involved in the performance of this order agreement. These obligations shall remain in force even after termination of this agreement.
- 11.2. SGRE Kft. may award subcontracts, but will impose the obligations set out in Section 11.1 on its subcontractors.

## **12. Data privacy**

- 12.1. The parties shall observe all statutory regulations governing the protection of personal data. The customer declares that it has satisfied all prescribed statutory prerequisites (e.g. by obtaining declarations of consent) for SGRE Kft. to be able to perform the agreed services without breaching any pertinent legislation.

## **13. Provision, export permits, transfer of contractual rights and duties, collateral agreements**

- 13.1. SGRE Kft.' fulfillment of this order agreement is subject to the proviso that there are no impediments thereto on the grounds of national or international foreign trade regulations and that the content of the contract is not subject to any embargos and/or other sanctions.
- 13.2. The objects and documents covered by this order agreement may be subject to export permit requirements, e.g. by virtue of their nature or purpose.
- 13.3. SGRE Kft. may assign claims arising out of this order agreement to third parties at any time. Furthermore, SGRE Kft. may transfer rights and duties under this contract to a third party, unless the customer objects to this in writing within four weeks of receiving a notification to this effect; SGRE Kft. will point this out in the notification.
- 13.4. Collateral agreements may be made in writing only.
- 13.5. If any of the provisions of these General Terms and Conditions should be or become ineffective or void, the remaining provisions shall remain effective notwithstanding. Where these General Terms and Conditions are silent, the ordinary statutory regulations shall apply.

## **14. Applicable law, legal venue**

- 14.1. This General Terms and Conditions and all agreements entered into in accordance herewith shall be governed by Hungarian substantive law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 14.2. The legal venue for all disputes arising out of or in connection with the training activities shall be courts of Hungary.
- 14.3. This General Terms and Conditions is valid until recalled.

Budapest, 2017.12.06