

On-Site Addendum

(v. 04.2014 Replaces: v. 03.2014)

This On-Site Addendum (“the Addendum”) to Training Services Terms and Conditions (the “TSTC”) amends the TSTC between Buyer and Seller sometimes referred to hereinafter individually as a “Party” or collectively as the “Parties.”

1. The TSTC remains in full force and effect as amended by the terms of this Addendum. To the extent any terms of this Addendum are inconsistent with terms of the TSTC, the terms of this Addendum supersede and controls over any inconsistent terms of the TSTC. Capitalized terms used in this Addendum that are defined in the TSTC shall have the same meaning in this On-Site Addendum as those terms are defined in the TSTC.

2. This Addendum applies to all Services and Items provided by Seller, and to all work performed by Seller for Buyer pursuant to this Addendum, at any location or site mutually agreed upon by the Parties.

3. Specific training dates will be negotiated between the Bosch Rexroth Training Department and Customer. Specific dates will be established dependent upon the availability of your Customer’s employees and the availability of a qualified Bosch Rexroth instructor. Dates for this training seminar will be guaranteed by Bosch Rexroth’s Training Department at the time Bosch Rexroth (or its authorized distributor) receives Customer’s purchase order and the Customer Approval Sheet (back page – this proposal) for this training seminar. Customer will agree to pay a cancellation fee to the Bosch Rexroth Training Department in the amount of the preparation cost (listed in the cost quotation) if Customer cancels the scheduled training within thirty (30) days of the commencement date of the training seminar. Customer agrees to pay for all instructor days and the instructor preparation fee (listed in the cost quotation) if Customer cancels the scheduled training within ten (10) days of the commencement date of the training seminar. Bosch Rexroth may cancel or reschedule the training seminar because of an illness, injury or family emergency of the instructor who is scheduled to provide the training.

4. Customer is herein notified that no other person or department within or outside the Bosch Rexroth has the authority to schedule training seminars or to set seminar dates other than the Bosch Rexroth Training Department.

5. The price of On-Site and/or customized training shall be negotiated prior to the offering. For training at Customer’s requested location, all travel, accommodation and living expenses for the instructor(s) must be paid for by Customer in addition to daily course cost, unless specifically agreed differently by Customer and Bosch Rexroth. 6. Quotes for On-Site training delivery as issued by Bosch Rexroth shall be valid for one (1) month, unless specifically agreed differently by the customer and Bosch Rexroth. The validity period applies to the price offered in the quote. A quote does not guarantee that Bosch Rexroth will have the necessary resources available to deliver the specified training at the requested time. Lead time is approximately six (6) weeks.

7. In case of cancellation, notification must be received in writing. Bosch Rexroth charges a fifty percent (50%) cancellation fee for classes cancelled ten (10) or more business days prior to the start date of the course. Cancellations with less than ten (10) business days notice are one hundred percent (100%) non-refundable. In addition, any chargeable work already undertaken by Bosch Rexroth will also be charged to

the customer. Any non-refundable expenses already incurred by Bosch Rexroth will be charged at cost to the customer. 8. In order to successfully deliver the onsite training, it is important that roles and expectations are clear to both Customer and Bosch Rexroth staff. These expectations are outlined below. Where appropriate, a single individual may fill several of the roles listed below. Bosch Rexroth reserves the right to use subcontractors in those roles it deems appropriate.

9. Customer is expected to provide prior to the commencement of the class:

- ▶ Someone readily available (Project Sponsor or Project Manager) to Bosch Rexroth who is familiar with the project, this proposal, and Bosch’s agreement with the customer, in order to resolve issues and facilitate communication expeditiously.

10. Training Room Requirements:

- ▶ Customer will provide a large (4 ft x 6 ft minimum) dry erase marker board (white board) to display computer generated images directly on the white board. This white board is the type for use with dry erase type markers.
- ▶ Instructor’s workspace should be in front of the classroom.
- ▶ Adequate power outlets & extension cords for all computers, monitors, and peripheral devices.
- ▶ A projector, and projection screen for the instructor’s use, with video output connection.
- ▶ Training room must be set up before the start of the class and ready for instruction prior to beginning of class.
- ▶ Additional set up fee is charged at \$250.00 per hour to customer if the adequate setup has not been done prior to class commencement date and time.

11. At its option, Bosch Rexroth may provide the use of hydraulic components, cutaways, proportional electronic training equipment, certain proportional and servo electronic circuit boards (“training aids”) at no cost to Customer during the seminar. The possible use of these components will be recommended by Bosch Rexroth when, in its judgment, the training aids can substantially increase the student’s understanding of the topical material. Customer’s responsibilities for the training aids is to pay for the round trip packing, insurance, and shipping costs for the training aids and to repack and ship the training aids back to Bosch Rexroth as soon as the seminar has been completed. It is Customer’s responsibility that all training aids are returned to Bosch Rexroth in the same condition as the training aids were received by Customer. Damaged or missing training aids will result in an additional charge to Customer of either the cost of repair or replacement, whichever is appropriate in Bosch’s sole judgment.

12. Audio and/or videotaping of the training seminar is prohibited unless Customer has been provided a written exception by the Bosch Rexroth Training Department prior to Customer’s issuance of a purchase order for training.

13. Prior to the training event, any requested changes to Bosch Rexroth’s training proposal will result in a “Training Proposal Addendum”. All changes or modifications to this proposal must be made prior to Customer’s issuance of a purchase order. The purchase order from your company to the Bosch Rexroth (or its authorized distributor) will include all costs associated with Bosch Rexroth’s training proposal plus any costs associated with any addendum. The Bosch Rexroth training

proposal plus any possible addendum represent the complete training proposal. The assigned Bosch Rexroth instructor has the contractual obligation to present all topical material as detailed in the Bosch Rexroth training proposal except, when, by consensus of the students, their supervisor and the Bosch Rexroth instructor, it is agreed that certain topic/s be added or deleted from the training agenda. The Bosch Rexroth instructor does not have any obligation to present technical information that has not been previously agreed to for which he did not prepare. At his option he may address questions concerning additional technical topics for which he believes he is qualified, prepared and has sufficient time within the duration of the seminar to answer.

14. It is Customer's responsibility to provide a suitable training site for the training seminar. This site may be on or off of Customer's property depending upon space and facility requirements. Bosch Rexroth believes that the environment of the training site can contribute greatly to the success of the training seminar.

15. If any classroom, classroom equipment, hardware or software provided by the customer for use by Bosch Rexroth in the delivery of training to the customer is not provided as agreed, Bosch Rexroth will not be responsible for any associated inconvenience or disruption caused to the training delivery and reserves the right to invoice for the training delivery in full.

Bosch Rexroth Corporation

Hydraulics
2315 City Line Road
Bethlehem, PA 18017-2131
Telephone (610) 694-8300
Facsimile (610) 694-8467
www.boschrexroth-us.com

Bosch Rexroth Canada

3426 Mainway Drive
Burlington, Ontario
L7M 1J5
Telephone (905) 335-5511
Facsimile (905) 335-4184
www.boschrexroth.ca