

## Training Services Terms and Conditions

(v. 03.2014)

This Training Services Terms and Conditions ("TSTC") sets forth the terms and conditions upon which Bosch Rexroth Corporation ("Bosch Rexroth" or "Seller") and/or its designated instructors will provide training classes ("Training") using Bosch Rexroth authorized course materials ("Bosch Rexroth Authorized Course Materials") at specified Bosch Rexroth locations and times agreed with customer ("Customer" or "Buyer").

**1. Contract Formation.** This TSTC is binding upon Buyer and Seller and is enforceable in accordance with its terms. The terms and conditions contained in this TSTC apply to any Purchase Order placed by Buyer with Seller with respect to Training.

**2. Other Terms.** Any terms contained in Buyer's offer to buy, request for quotation, Purchase Order or any other form or communication received from Buyer which are in addition to or different from the terms and conditions contained in this TSTC are expressly objected to and shall be deemed rejected by Seller, unless expressly accepted in writing by Seller. In the event that the printed terms of Seller's order acknowledgment are in conflict with the terms of this TSTC, the terms of this TSTC shall control. In the event that the terms of Seller's Quotation add to or conflict with the terms of this TSTC, the terms of Seller's Quotation shall control.

**3. Course Fees and Payment Options.** Customer agrees to pay for Training according to Bosch Rexroth's published prices current as of the date of Bosch Rexroth's acceptance of Training request, unless otherwise agreed. All payments, whether by credit card or other form acceptable by Bosch Rexroth must be received at least seven (7) days prior to the commencement of Training. For reservations made within seven (7) days of Training, payment must be received prior to the commencement of Training. At Bosch Rexroth's sole discretion (which can be changed at any time for any reason or no reason at all), Customer may qualify for Bosch Rexroth's credit terms, in which case payment will be due thirty (30) days from date of Bosch Rexroth's invoice. Any overdue amounts shall be subject to a finance charge at the rate of 1.5% per month (or any part of a month) commencing on the date such amount becomes overdue, or the highest rate permitted by applicable law, whichever is lower. All applicable local sales or use taxes, duties and other imposts, if any, due on account of purchases hereunder shall be paid by Customer. All requests are subject to Bosch Rexroth's acceptance. Training shall commence on the dates specified by Bosch Rexroth in its acceptance.

**4. Confirmation.** For public courses, Bosch Rexroth will send a confirmation email, fax or letter to the participant and/or participant's company training contact once the completed registration and a valid form of payment have been received. Registrations for which a valid form of payment has not been received at least 3 days prior to the start of the course will not be confirmed and Bosch Rexroth reserves the right to release any unconfirmed seats, at any time, without notice.

**5. Cancellation or Rescheduling Request by the Customer.** For public courses, cancellations and rescheduling notifications must be made in writing at least 10 working days prior to the start of the course date. When requesting a rescheduled registration, the customer shall endeavor to reschedule the course for a mutually acceptable date no later than 12 weeks from the original requested start date of the course(s).

If a cancellation or rescheduling request is received less than 10 working days before the event, or in the case of absence without any notice, the stipulated training fee will be fully charged without further notification. The customer has the right to send another participant as a substitute, provided that any applicable prerequisites have been completed. This change in booking is free of charge. There are no refunds for partial use of services or partial attendance.

Unless otherwise stated in these Terms, there are no refunds for training courses.

**6. Cancellation or Rescheduling By Bosch Rexroth.** For public courses, Bosch Rexroth may cancel or reschedule a training course if the number of participants is less than that specified for the relevant event, or if an instructor is incapacitated through illness, or for other reasons of a serious nature. If a participant is unable to attend as a result, any payment already made will be applied to the customer's account, or refunded upon Customer request. All further claims are excluded. For on-site or classroom trainings, Bosch Rexroth shall not be liable for non-refundable travel arrangements if a course is cancelled or rescheduled.

### **7. Responsibility of Customer.**

**7.1. Prerequisite requirements.** Bosch Rexroth reserves the right to refuse or limit any services for Training if a Customer fails to satisfy the requirements for a Training course as published or provided to Customer by Bosch Rexroth prior to the start of such course. In such cases no refund or cancellation fee will be paid.

**7.2. Good conduct.** Bosch Rexroth reserves the right to refuse, limit or cancel any Training if a Customer in the opinion of Bosch Rexroth has displayed unreasonable behavior or is deemed to be violent, abusive or disruptive. In such cases no refund or cancellation fee will be paid.

**7.3. Dress code.** Although there is no dress code, most participants choose to wear comfortable clothing while aware of the risks of working with hydraulic equipment and the corresponding possibility of fluid spills. Closed toe shoes are mandatory. Bosch Rexroth shall not be liable for any damages to footwear or clothing. However, for Bethlehem public courses, laboratory coats, safety glasses, and latex gloves will be available for use in-class at no extra charge. Smoking is allowed in designated areas only.

**8. Course Content.** Bosch Rexroth reserves the right to amend the content of any course without notice to the participants where, at the sole discretion of Bosch Rexroth, such amendment is deemed not to fundamentally change the content of such course. Certificates will only be awarded upon successful participation and completion.

All course content including: instructor presentations, supplemental materials and participant materials are available only in the English language, unless otherwise agreed upon in advance.

**9. Ownership of Materials.** Ownership of all copyright and other intellectual property rights in the Bosch Rexroth Authorized Course Material, including any documentation, data, technical information and know-how provided to Customer as part of the Training remains vested in the owner of the Course Materials. All such information shall be held

in confidence and may not be disclosed or copied to third parties, without the express written permission of Bosch Rexroth.

**10. Warranty.** Bosch Rexroth warrants that its personnel and/or designated instructors are suitably qualified and experienced to perform Training. Except as expressly represented otherwise, and to the extent not prohibited by law, all Training, including any documentation, publications, and other information provided by or on behalf of Bosch Rexroth or its suppliers to Customer is furnished on an "AS-IS" basis, without warranty of any kind, whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy. **ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY BOSCH REXROTH AND ITS SUPPLIERS. NO ORAL OR WRITTEN INFORMATION PROVIDED BY BOSCH REXROTH SHALL CREATE A WARRANTY UNLESS INCORPORATED INTO THESE TERMS.**

**11. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, BOSCH REXROTH AND ITS DESIGNATED SUBCONTRACTORS, AGENTS AND INSTRUCTORS WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER INDIRECT DAMAGES, SUCH AS LOST PROFITS, ARISING FROM THESE TERMS EVEN IF BOSCH REXROTH HAS KNOWLEDGE OF THE LIKELIHOOD OF SUCH DAMAGES. IN THE EVENT THAT BOSCH REXROTH SHALL FAIL TO PROVIDE TRAINING IN ACCORDANCE WITH THESE TERMS. BOSCH REXROTH'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THESE TERMS SHALL BE FOR BOSCH REXROTH TO USE ITS REASONABLE EFFORTS TO REPERFORM THE TRAINING WITHIN A REASONABLE PERIOD OF TIME; PROVIDED, THAT IN THE EVENT BOSCH REXROTH IS UNABLE TO REPERFORM, BOSCH REXROTH MAY ELECT TO REFUND ALL PAYMENTS ACTUALLY RECEIVED BY BOSCH REXROTH FROM CUSTOMER FOR THE TRAINING IN QUESTION, IN FULL SATISFACTION OF BOSCH REXROTH'S OBLIGATIONS. SUCH REFUND SHALL CONSTITUTE BOSCH REXROTH'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR SUCH BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF BOSCH REXROTH, ITS AGENTS, SUBCONTRACTORS AND/OR INSTRUCTORS, ARISING FROM THESE TERMS WHETHER BY CONTRACT OR TORT EXCEED THE AMOUNTS CUSTOMER ACTUALLY PAID BOSCH REXROTH. THE LIMITATIONS IN THIS SECTION SHALL NOT APPLY TO PERSONAL INJURY AND DEATH AT THE TRAINING LOCATION. IN NO EVENT SHALL BOSCH REXROTH BE LIABLE FOR ANYONE ACTING AS A RESULT OF INFORMATION OR VIEWS OBTAINED IN OR AS A RESULT OF BOSCH REXROTH TRAINING. ANY AND ALL CLAIMS MUST BE FILED WITHIN THIRTY (30) CALENDAR DAYS FROM TRAINING OR WILL FOREVER BE BARRED.**

**12. Force Majeure.** Bosch Rexroth shall not be liable for any delay or failure to meet its obligations under these Terms due to circumstances beyond its reasonable control, including but not limited to war, riot, insurrection, civil commotion, labor strikes or lockouts, shortages, factory or other labor conditions, fire, flood, sink hole, earthquake, storm or electrical power outage.

**13. Assignment and Subcontracting.** This TSTC may not be assigned or transferred by the Customer and any attempt to do so will be null and void. Bosch Rexroth is permitted to assign its rights under this TSTC and/or use subcontractors to perform Training. The relationship of Bosch Rexroth and the customer shall be that of independent contractors.

**14. Indemnity.** Customer shall indemnify, hold harmless and defend Seller, including its agents, employees, subcontractors and/ instructors from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of or resulting from the Customer or Customer's representative's activities on the premises of Seller or Seller's subcontractors – or upon the Premises of Customer or at Customer's designated training location -- provided that any such claim, damage, loss, or expense (a) arises out of bodily injury, sickness, disease, or death, or property damage, and (b) is caused by the negligent act or omission of the Customer, or its employees, agents, customers or contractors, and (c) is not caused by any intentional or grossly negligent act or omission of Seller, or its employees, agents or subcontractors. In any and all claims against any indemnified party by any employee of the Customer or any one acting on behalf of the Customer, or by any person directly or indirectly employed by the Customer, the indemnification obligation under this clause shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Customer or anyone acting on behalf of the Customer under worker's compensation acts, disability benefit acts, or other employee benefit acts.

**15. Insurance.** Unless otherwise mutually agreed to, Customer shall carry and maintain during Seller's performance of training services, insurance with coverage and minimum limits as reasonably specified by Seller, but at the minimum:

(a) Worker's compensation insurance in accordance with statutory requirements and employer's liability insurance in accordance with statutory requirements.

(b) Commercial general liability insurance covering bodily injury and property damage, including products and completed operations coverage with a minimum of \$2,000,000 per occurrence and in the aggregate.

(c) Automobile liability insurance covering bodily injury and property damage including coverage for owned, hired, and non-owned automobiles with a minimum of \$2,000,000 combined single limit. Customer shall furnish Seller certificates showing that such insurance is in full force and effect prior to participating in any activities on Seller's premises. Commercial general liability insurance shall be endorsed to provide contractual liability.

**16. Governing Law/Jurisdiction.** This TSTC shall be governed and construed according to the internal laws of the Commonwealth of Pennsylvania without giving effect to its conflict of law rules that would act to apply the laws of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (C.I.S.G.) shall not apply. The parties agree that all actions and proceedings in connection herewith shall be brought only in the state, federal or local courts within Lehigh County, Pennsylvania, or such other locale as Seller may select; and the parties hereby agree to submit to the jurisdiction of such courts for purposes of such actions. The prevailing party in any litigation to enforce any provision of this TSTC or to collect amounts owing under this TSTC or damages shall be entitled to recover their actual attorney's fees, costs and expenses incurred, without regard to any court schedule of fees that may exist. **DUE TO THE SPECIALIZED NATURE OF SELLER'S EQUIPMENT, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY.**

**17. Severability.** If any covenant, term or condition hereof or the application thereof to any circumstance or person shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, the remaining valid and enforceable covenants, terms and conditions hereof and the application of such invalid or unenforceable covenant, term or condition to circumstances or persons other than those as to which it has been held invalid or unenforceable shall not be affected thereby and each remaining valid and enforceable covenant, term and condition shall be valid and enforceable to the fullest extent permitted by law.

**18. Entire Agreement.** This TSTC constitutes the entire, complete and exclusive statement of the agreement between the parties pertaining to the subject matter hereof, and supersedes and cancels all prior oral and written agreements between the parties with respect to this subject matter. No modification to these TSTC will be binding unless it is in writing and signed by an authorized representative of each party. Any provisions of this agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this agreement, shall be deemed to survive for as long as necessary to fulfill such purposes.

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