

General Terms and Conditions of Training

1. Area of Application

These General Terms and Conditions of Training apply to all Ferrum training sessions .

2. Subject Matter of the Agreement

The subject matter of this Agreement is training provided by Ferrum at the machine or piece of equipment pursuant to the order confirmation from Ferrum. Ferrum undertakes to have the training sessions diligently carried out by expert instructors.

Training during commissioning is possible. However, training before or after commissioning is recommended. For training courses during commissioning, Ferrum must decline any responsibility for any delays in the project.

3. Ordering and Confirmation of Training

Training sessions that have been agreed must be immediately ordered in writing and confirmed by the Customer in accordance with the order confirmation; otherwise the agreed date will no longer be guaranteed and the reservation of training staff can be canceled by Ferrum . The same applies in the event that an agreed advance payment is not paid by the due date.

4. Postponement/Cancellation of Training after Confirmation

If the training is postponed or canceled, the Customer will be invoiced for the following costs:

i.	Postponement/cancellation up to 14 days beforehand	25%
ii.	Postponement/cancellation 14 - 0 days beforehand	50%
iii.	Costs that have already been incurred, e.g. visa, hotel, flight, rental car costs etc.	Actual costs plus a booking fee in accordance with the tariff sheet
iv.	Non-attendance with no prior cancellation	100%

Costs that have already been incurred, e.g. visa, hotel, flight, rental car costs etc. will be invoiced on the basis of the actual amounts incurred. Costs that have been incurred by Ferrum in foreign currencies will be converted at the exchange rate applicable to Ferrum.

5. Regional Laws, Regulations and Safety Provisions

At the time of, or prior to ordering the training, Customer must draw Ferrum's attention to the regional laws and regulations relating to the provision of the training, the Customer's business, and the prevention of illness and accidents.

7. Permits

The Customer will provide all necessary support to ensure that Ferrum's staff receive their visas and other official permits required for entering , leaving, staying or working in the country, as well as any other necessary approvals, in good time.

If the customer is responsible for the fact that a permit is missing and if the training to be provided by Ferrum is delayed or rendered impossible as a result, Ferrum will not accept any liability.

8. Preparatory work

The Customer must undertake all measures necessary to ensure that the training begins on schedule and can be carried out without hindrance or interruptions.

9. Accident Prevention, Medical Care and Return/Repatriation of Personnel

The Customer must take the necessary accident prevention and safety measures at its own expense. The accident prevention and safety measures must be taken before the training begins and must be maintained for the duration of the training.

In the event that a member of Ferrum's staff has an accident or falls ill and medical care or hospital treatment is necessary , the Customer will assist Ferrum in organizing the necessary medical treatment. Ferrum retains the right to send its staff home for medical reasons at any time . The Customer will provide Ferrum with reasonable support in organizing the journey home. Ferrum will bear the cost of returning or repatriating its staff .

Ferrum has the right to decline to provide or to cease providing training if the safety of its staff or the trainees cannot be guaranteed .

If Ferrum's staff are endangered or significantly impeded from carrying out their work for reasons , for which Ferrum is not responsible, Ferrum is entitled to arrange the return of its staff . In these circumstances, or in the event that Ferrum's staff are detained after completing their work , the Customer will be invoiced for the waiting time, travel costs, and subsistence expenses in accordance with the estimates agreed in the tariff sheet .

10. Online training

The Ferrum instructor points out the dangers involved in training to the trainees, but cannot be held responsible for the safety of the trainees during online training.

The Ferrum instructor points out the risk of damage to the seamer during the hands on training, but cannot be held responsible for the direct or indirect consequences of any damage.

Training documents that the customer receives online are the property of Ferrum . These may not be distributed in any form other than to the trainees registered for a training course without written approval.

It is not permitted to record training sessions without the express written consent of Ferrum. If necessary, the trainer interrupts the training if the trainees or others start a recording and do not end it despite being requested to do so.

11. Delays and Interruptions in the Training

If delays occur during the training, for which Ferrum is not responsible, the waiting times will be recorded and charged to the Customer in accordance with the estimates and guidelines specified in the tariff sheet and the principles in Item 15.

If the training is interrupted for reasons, for which Ferrum is not responsible, the Customer is entitled to request that Ferrum withdraw its staff , whereby the cost of the journey home and return journey to the Customer's at a later date will be borne by the Customer. The Customer will likewise bear any additional costs incurred by Ferrum as a consequence of interrupting and resuming the training.

12. Working by Order of the Customer

The Customer is not authorized, without Ferrum's written agreement, to call on Ferrum's instructors for work that is not contractually agreed. In any case, Ferrum's staff are permitted to carry out training sessions solely at the machines or pieces of equipment covered by the agreement .

13. Certification of Working Time

The Customer will certify the hours worked by Ferrum's staff using timesheets. At the end of the training, the timesheet will be signed by the Customer and handed over to Ferrum's staff before their departure.

The timesheet serves as a basis for calculating the staff costs pursuant to Item 15.2.1. If the Customer fails to issue the timesheet by the due date, the working time records kept by Ferrum's staff will be used as a basis for billing.

14. Working Time

Subject to different mandatory provisions at the service location , the working times will be determined by the tariff sheet .

The standard weekly working time should not exceed 40 hours and is generally spread over five working days. If shorter working hours must be adhered to for reasons, for which Ferrum is not responsible, the standard working time of 40 hours will be charged.

Overtime work is permissible only with the consent of Ferrum's staff and the Customer. As a rule, overtime work should not exceed the daily working time by more than two hours and the standard weekly working time by more than ten hours.

Work performed during the hours between 10pm and 5am (local time) constitutes night work. Ferrum does not carry out any training during the night.

Work performed on Sundays or on days deemed to be statutory days of rest at the service location constitutes Sunday work .

Work performed on days deemed to be public holidays at the registered office of Ferrum constitutes holiday work .

Training times: First day: 09.00 - 12.00, 13.30 - 16.30
Subsequent days: 08.00 - 12.00, 13.30 - 16.30

Hours worked before or after the training times specified will be charged out with a surcharge of 15%.

15. Travel Time and Other Times Deemed to be Working Time

Travel time, together with an appropriate amount of order-related preparation and processing time after the journey is deemed to be working time pursuant to Item 13.

Travel time constitutes:

- i. the time spent journeying to and from the training location
- ii. the time spent moving into the accommodation at the training location and on official registration and deregistration formalities .

If no appropriate board and accommodation can be found in the vicinity of the training location, the time required for the single daily commute between the place of board and/or accommodation and the training location in excess of half an hour (commuting time) will be charged as working time.

All expenses incurred in this connection, together with the cost of the necessary use of appropriate transportation or of a rental car, will be borne by the Customer.

If Ferrum's staff are impeded from carrying out the training or retained after the end of the training for any reason and Ferrum is not responsible for either of these circumstances, Ferrum is entitled to invoice the ensuing waiting time as working time. All other associated costs will likewise be borne by the Customer. This applies equally to any other downtimes, for which Ferrum is not responsible, such as public holidays at the training location.

16. Pricing

16.1 Principle

Ferrum's services will be billed on the basis of the price estimates listed in the tariff sheet and the actual hours worked (according to result/direction). This is subject to any differing price agreements .

The prices do not include VAT .

16.2 Price According to Hours Worked

16.2.1

Staff costs

Staff costs are calculated on the basis of the certification pursuant to Item 12.

The price estimates listed in the tariff sheet apply to hours worked during working time , overtime, Sunday and holiday time, travel time and other times deemed to be working time.

16.2.2

Travel costs

Travel costs constitute the costs for the outward and return journey and for any journeys within the country of deployment using a means of transport to be chosen by Ferrum, including incidental expenses, for example for insurance, freight, customs, baggage, passport and visa fees, the issuing of immigration documents as well as residence and work permits, the medical examination for the outward and return journey, and vaccinations for Ferrum's staff.

Unless special conditions require the use of another class, the following classes of travel will be invoiced:

- i. Air travel: economy or business class;
- ii. Travel by rail or bv sea: first class;
- iii. Passenger car: mileage per estimate in the tariff sheet or actual rental car costs

16.2.3 Accommodation expenses (subsistence)

The Customer guarantees that it will provide Ferrum's staff with impeccable and sufficient board as well as good, clean training facilities at the training location, with heating or air conditioning as necessary.

Customer accommodation can be accepted as an exception if the accommodation is known before departure and Ferrum agrees.

16.3 **Taxes, levies, fees, social security contributions**

Any taxes, levies, fees, social security contributions and the like that Ferrum or its staff have to pay in connection with the conclusion of the agreement or the training outside Switzerland will be invoiced to the Customer.

Any taxes (e.g. VAT), levies and fees that are applicable in the country of deployment and that are collected directly from the Customer in connection with the agreement and training are not included in the price specified in Item 15.2 and may not be deducted by the Customer. The Customer should pay these taxes, levies and fees to the competent authorities.

17. **Payment Methods**

Unless otherwise agreed in writing, Ferrum will issue an invoice for its services and costs after the training has been completed. All invoices are due for payment within 30 days of the invoice date, unless otherwise agreed in writing. Ferrum reserves the right to request a payment in advance up to the amount of the target price or the contractually agreed remuneration.

Payments must be made by the Customer in the amount shown on the invoice without any deductions whatsoever (cash discount, expenses, taxes, fees etc.).

In the event that the agreed payment deadlines are exceeded, Ferrum will charge interest on arrears in the amount of 5%, without a special reminder and subject to the assertion of other rights. The obligation to render payment in accordance with the agreement is not lifted through the payment of interest on arrears.

18. **Force Majeure**

Neither Party will be liable to the other for losses or damage due to cancellation or delay in the services to be provided or non-fulfillment of contractual obligations if these are caused by circumstances resulting from force majeure. 'Force majeure' means any circumstances that were not foreseeable, are beyond the control of the Parties, and could not have been avoided even if due care had been applied, including but not limited to: epidemics, pandemics, natural disasters, fire, uprising, mobilization, war, civil war, terrorist acts, unrest, or government measures (e.g. denial of visas or visa delays).

Each Party undertakes to inform the other Party in writing and without undue delay of the occurrence of any such circumstance and to indicate the anticipated period, during which its ability to fulfill its contractual duties will be impaired.

Should the incident of force majeure cause the fulfillment of the Parties' contractual duties to be suspended for a period of three months, either Party is entitled to terminate the agreement with immediate effect by providing written notice to the other Party. Any payment already made by the Customer must be reimbursed by Ferrum, less the costs already incurred up to the date of termination.

19. **Termination of the Agreement by Ferrum**

In the case of unforeseeable events after the agreement's conclusion, which substantially alter the economic significance or the content of the training or have a material impact on Ferrum's business, Ferrum can request a renegotiation of the contractual provisions. If a renegotiation is commercially untenable, Ferrum has the right to withdraw from the agreement in full or in part.

Compensation claims on the part of the Customer due to any such withdrawal are excluded. Should Ferrum wish to withdraw from the agreement, it must inform the Customer of this without undue delay once it has become aware of the consequences of the unforeseeable event, even if an extension of the period of performance had initially been agreed with the Customer.

20. **Final Provisions**

Changes or supplements to this Agreement will be effective only if they are made in writing. This also applies to any change to this requirement for the written form.

Unless otherwise agreed in writing, the Parties will communicate with each other in writing by mail, email or fax.

Should any individual provision be invalid, this will not affect the validity of the remaining provisions. The Parties undertake to replace any invalid provisions with whichever new provisions most closely approximate the economic purpose of the invalid or unenforceable provision(s). The same applies in the event of contractual loopholes.

21. **Applicable Law/Place of Jurisdiction**

21.1. **Applicable law**

This Agreement and all rights and duties resulting from it is/are subject to Swiss law to the exclusion of international civil law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

21.2. **Arbitration**

All disputes, differences in opinion and claims arising out of or in connection with this Agreement, including its validity, invalidity, breach or dissolution, must be resolved by arbitral proceedings in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution. The version of the Swiss Rules in force when the request for arbitration is delivered will apply.

The arbitral tribunal should consist of one member. The seat of the arbitral proceedings is Zurich. The language of the arbitral proceedings is German.