



Pilz Standard Training Courses

Terms and Conditions

PILZ
THE SPIRIT OF SAFETY

Terms and Conditions

1. GENERAL SCOPE

These General Terms and Conditions shall apply to all current and all future Standard training contracts between Pilz Automation Safety L.P. ('Pilz') and the Candidate unless other General Terms and Conditions of Pilz have been otherwise incorporated into these terms and conditions.

2. APPLICATION

Application for Standard training is made by completing the corresponding training application form in respect of a given candidate for training (the Candidate or Participant). The application form can be requested from the local Pilz organisation.

Only forms in Pilz format will be accepted – forms will not be accepted in any other format.

In case of error or omissions on the application, the form may be returned to the Candidate for further information or clarifications may be requested.

3. COURSE PRE- REQUISITES

For each training course, pre-requisite criteria are in place to ensure that each candidate understands the minimum knowledge and/ or qualification and/or experience required in order to participate in the training. The General pre-requisites applicable to each Certified Training can be found below.

Pilz reserves the right to decline an application on the failure to meet the eligibility criteria or if, in its judgment, a candidate may be unsuitable for or disruptive to the training.

Pilz also reserves to exclude or suspend the attendance of a candidate from the training

and/or examination for non-payment of fees, disruptive behaviour or non-compliance with rules of the examination.

4. CONFIRMATION OF PARTICIPATION

Candidates who meet the pre-requisite eligibility requirements will receive written confirmation of registration within five working days. As the number of participants is limited, applications will be accepted on a first-come first-served basis. Participants' will receive written confirmation with confirmed training dates, location, etc. in advance of the training.

By submitting the course application, participants agree to abide by terms and conditions.

Pilz shall contact participants who do not meet the eligibility requirements to advise possible alternatives.

5. FEE AND PROVISION

As further described in Section 9 hereof, once a Candidate's application is processed and the Candidate is deemed eligible to participate in the applied-for training, Pilz will contact the Candidate regarding payment of the applicable training fee. Candidate understands and agrees that all fees paid for the provision of training services are non-refundable and that Candidate is expected to and shall use all commercially reasonable efforts to attend the applied-for training when and as scheduled by Pilz. In the event a training session (or sessions) is required to be rescheduled, Pilz and Candidate will work in good faith to determine a new date for the affected session/s to take place within 12 months after the originally proposed date for such session/s. In the event Candidate is unable or unwilling to reschedule a training session within such 12-month window, all

training fees paid to Pilz in respect of such session shall be deemed forfeited by Candidate and earned entirely by Pilz, with no continuing obligation on the part of Pilz to provide the training session associated with such fees.

Subject to the forgoing and to Section 9 hereof, the training fee entitles the participant to participation, as well as training documentation and materials, .

8. CANCELLATION

Participants may be substituted at any time up to course commencement with no extra charge subject to application and eligibility requirements.

If the training course is oversubscribed or cancelled by Pilz due to insufficient numbers, participants will be advised 10 working days in advance. Every effort will be made to provide a suitable replacement booking.

Pilz reserve the right to alter or cancel dates or venues.

9. FEES

The training fees stated are per participant and include all tuition and documentation plus any applicable taxes and will be subject to the payment terms of the relevant Pilz country at the invoicing or payment stage.

As described in Section 5 above, Candidate understands and agrees that the fees paid for the provision of such training services are non-refundable and that Candidate will use all commercially reasonable efforts to attend such training as originally scheduled by Pilz. In the

event that a training session or sessions needs to be rescheduled, Pilz and Customer will work in good faith to determine a date for such rescheduling, provided that in no event will a session or sessions be scheduled to take place later than 12 months after the initial proposed date for such training session(s). In the event Customer fails to reschedule a training session within such 12-month window, all fees previously paid to Pilz for such training will be deemed forfeit/earned by Pilz and Pilz will have no continuing obligation to provide such training in respect of the payment of such fees.

Fees may be subject to alteration and will be confirmed at the time of booking. The fees do not include participant travel, accommodation or costs for accessing the online course.

10. SAFETY

Course attendees should observe all safety guidelines issued by Pilz on arrival to the training. For courses on site at customers' premises, the responsibility for safety lies entirely with the customer. Any damage to materials or personal damage that may occur within customer premises is the liability of the customer.

11. EXCLUSION OF LIABILITY

Pilz reserves the right to cancel training courses, even after participation has been confirmed. If necessary, Pilz also reserve the right to change the venue and/or time. This shall not constitute grounds for compensation from Pilz.

Pilz will not be liable for any breaches of these terms and conditions caused by events or circumstances beyond its control such as (but not limited to) strikes, service outages, floods,

earthquakes, volcanoes, pandemics and associated public health restrictions, terrorism, civil unrest, transport delays or failures.

Pilz will make all reasonable endeavours to provide accurate course content and materials. However, due to the continuously changing nature expertise and standards, Pilz shall have no liability whatsoever in contract, tort, including negligence, breach of statutory rights or otherwise, for any loss or damage suffered as a consequence of or due to information provided during the training.

Pilz, its parent company or affiliates make no warranties or representation either expressly or implied for the training material and Pilz accepts no responsibility whatsoever for errors or omissions in technical information that is provided either verbally or in writing during training or is contained in the documentation. Neither does Pilz accept responsibility for any consequential damage or loss or any loss or corruption to data.

In all circumstances Pilz's total liability shall be limited to the fees paid by the participant except for liabilities that cannot be limited under the relevant governing law of these terms and conditions.

12. INTELLECTUAL PROPERTY

All intellectual property associated with the training material remains the property of Pilz, its parent company or affiliates and participants agree not to make any audio, video or other form of recording of the training proceedings. Training material shall not be duplicated, adapted forwarded, utilised, reverse engineered, decompiled or made available to third parties or for unauthorised purposes. The Pilz trademark, trade name, design or logo may not be used

without prior permission of Pilz. Any infringement shall entitle Pilz to seek compensation or legal action.

All course materials etc. are copyright of Pilz and may not be reproduced in any form or media without the express written permission of Pilz.

All course material can only be used for the purposes for which they were intended.

Pilz reserves the right to adjust the content of any course to reflect any new developments that may occur.

13. TERMINATION

Pilz may terminate the contract with the participant on following instances:

- a. All relevant fees have not been paid before commencement of course;
- b. Participant has breached these terms and conditions or the terms of the Application Form;
- c. Participant acts in a way that is aggressive, abusive or otherwise disruptive towards the trainer or other participants
- d. Participant acts in a way that is likely to damage or bring the brand and name of Pilz into disrepute.

14. PRIVACY/DATA PROTECTION

All personal data received in relation to training will be processed in accordance with relevant data protection law, including where applicable, European General Data Protection Regulations (GDPR). For the Pilz general data protection

policy please access the following
<https://www.pilz.com/en-INT/privacy>

15. GOVERNING LAW AND JURISDICTION

These terms and conditions are governed by the law of the Pilz country and subject to the jurisdiction of the courts of that country.

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