Training Conditions
Training Conditions ABB University Switzerland

SCOPE

ABB will supply

- A suitable qualified instructor, who will lead the training.
- Training rooms with adequate infrastructure and training equipment, **in the case of off-site training in Turgi**; included will be lunches, coffee and local transportation to and from the hotel to the training location for each participant.
- Course manuals for each program.
- Group work, hands-on exercises, discussions and presentations.
- Technical instruction for the participants. The program will impart the required knowledge and skills to fulfil the course objectives.

Requirements for an off-site training in Turgi

Travel and accommodation expenses such as flight tickets, hotel, meals, medical & accident insurance, as well as a daily allowance for miscellaneous expenses are **not included** in the price for the program.

Health insurance

ABB does not provide health insurance for trainees. Trainees are therefore advised to make the appropriate arrangements in their own country before departure.

Accident insurance

Trainees are insured against accidents, which occur on ABB premises.

Requirements for an on-site training (Additional conditions for on-site training see page 9)

In the event that an agreed training is to taking place at the client’s plant, he has to provide free of charge an adequate training room, preferably near to where the equipment is located. See detailed information on page 9.

Exceptions and clarifications

Changes to the agreed schedule caused by the Client shall be cause for financial compensation.

If in the course of the training individual trainees show considerable difficulties in following the program as required, ABB will notify the Client in order to decide further proceedings. It is possible to exchange such trainees but ABB is not liable for extra costs incurred.

Copyright and intellectual property

ABB retains ownership of all copyright and intellectual property rights to all designs, drawings, plans, diagrams, training material, deliverables, documents, software and the like in any form and any media (“documents”) provided by ABB to the purchaser under the contract.
The purchaser acknowledges these rights and shall not make such documents available to any third party, either in whole or in part, nor use them for any purpose other than reasonably necessary for operation of equipment in association with the services without the express prior written consent of ABB. If the services include the delivery of software, the purchaser is hereby granted the non-exclusive and non-transferable right to use the software for the agreed purpose.

The purchaser is not entitled to make copies (except for the purposes of archiving, error searches or for the replacement of defective data carriers) or to update, upgrade or make any other extensions to the software. The purchaser may not disassemble, decompile, decipher or reverse engineer the software without the express prior written consent of ABB. If the purchaser breaches any of these provisions, ABB may immediately revoke the right to use the software.
COMMERCIAL CONDITIONS

Price conditions

VAT, taxes, customs, fees and other duties
If the SUPPLIER is assessed or is required by applicable law or regulation to pay or collect any duties, taxes, or charge (eg, withholding tax) on account of this transaction, then such amount of tax or taxes including any related penalties and/or interest shall be paid by the PURCHASER to the SUPPLIER in addition to the prices provided herein. In cases where the PURCHASER is requested to withhold any tax payable, the invoiced amount by the SUPPLIER shall first be grossed up by such withholding tax retention in order that net payment to the SUPPLIER represents its initial invoice amount.

Price summary
The prices indicated in our offer are to be understood in Swiss Francs (CHF) for the training services specified in this offer.

Unless stated otherwise, the prices are firm and not subject to escalation for the duration of a contract, if an order is placed within the validity of offer as specified under "Validity of offer".

Our prices are only valid, if our offer is accepted as a whole. In case only parts of the offered training course should be ordered, we reserve the right to adjust our prices.

Ordering conditions
As mentioned in our offer.

Cancellation fees
Cancellation more than 10 working days prior to course starting date: 5 % of course fee
Cancellation 10 to 4 working days prior to course starting date: 50 % of course fee
Cancellation 3 to 0 working days prior to course starting date: 100 % of course fee

Terms of payment
As mentioned in our offer.

Bank details for payment

Bank Name: Credit Suisse
Address: CH-8070 Zurich
Bank Clearing: 4835
Swift Code: CRESCHZZ80A
IBAN No.: CH49 0483 5020 1309 5100 0
Account No.: 0835-201309-51
Country: SWITZERLAND
Force Majeure

Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances:
industrial disputes and any other circumstance beyond the control of the parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, sanctions, blockade, embargo,
prohibition on exportation or importation of material or services, actions or omissions by any state authorities, restrictions in the use of power and defects or delays in deliveries by sub-contractors caused
by any such circumstance referred to in this Clause or any event beyond the Seller’s control.
A circumstance referred to in this Clause whether occurring prior to or after the formation of the contract shall give a right to extension of time for length of delay arising from Force Majeure, including time required for demobilization / remobilization.
The party claiming to be affected by Force Majeure shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance.
If Force Majeure prevents the Purchaser from fulfilling his obligations, he shall compensate the Supplier for expenses incurred in securing and protecting the Product.
If SUPPLIER’s personnel is hindered to execute the training in the ENDUSER’S country due to Force Majeure or due to other security problems, then the training shall be held in Switzerland.

Regardless of what might otherwise follow from the contractual conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract is suspended under Clause for more than 90 days.
General Information

Course language
The SUPPLIER's training courses will be conducted in English (on request German). Any training documentation, maintenance instructions and operating manuals will be provided as mentioned in our offer. Should the purchaser require a simultaneous interpreter or any other translation services (for documentation) during the training course it must be arranged and paid by the purchaser. This quotation does not include any costs for an interpreter or translation services.

Documentation
Each course participant will receive a set of course documentation in English. If the documents need to be translated the purchaser has to bear these costs.

Maximum number of participants
The maximum number of participants allowed for the specified training courses is mentioned in the offer.

Liability
The SUPPLIER shall not be responsible for the injury, disease or death of any trainee or for the loss or damages to their properties unless the same is caused by the serious faults or gross negligence of the SUPPLIER. Notwithstanding anything contained in the contract to the contrary, ABB, its agents, employees, subcontractors and suppliers shall not be liable with respect to any and all claims arising out of the performance or non performance of obligations under the contract, whether arising in contract, indemnity, tort (including negligence whether active or passive), warranty, strict liability or otherwise and shall in no event include damages for loss of profit, loss of revenues, loss of use, loss of production, costs of capital, costs of substitute equipment, facilities or services, downtime costs, delays and claims of customers of PURCHASER or costs connected with interruption of operation, loss of anticipated savings or for any special indirect or consequential damage or loss of any nature whatsoever.

Delivery dates/course enrolment
Course delivery dates need to be agreed upon in writing between all parties involved according to availability of dedicated expert instructors. Furthermore, official purchase order to attend SUPPLIER’s training course(s) should be given in advance. Exact times are course dependent and are mentioned in the offer.
General information for off-site training in Turgi

Meals
During course days, lunches and refreshments are provided through the SUPPLIER and the corresponding costs are part of the total price of training. Any other daily meals (all subsistence on weekends) such as breakfast and dinner have to be directly borne by each participant.

Accommodation
The SUPPLIER will assist the trainees to organize appropriate accommodation within shortest possible distance from the training facilities. All costs for accommodation have to be directly borne by the course participants. Be informed that it can be difficult to find suitable rooms therefore we should have the arrival and departure date for each participants 2 weeks prior the training start.

Transfers and local transportation
The supplier will assist with airport transfers and local transportation for the course participants. The easiest and cheapest way to travel from Zurich airport to where the hotels are situated is by train, which takes approx. 25-30 minutes. If a taxi reservation is preferred an administration fee will occur. The hotels are situated in the city center (about 5 minutes walk from the train station). Please note that any costs for transfers and local transportation have to be directly borne by the trainees.

Visa
In addition to a valid passport, trainees from certain countries also require an entry visa. If a visa is required, trainees are advised to make their application to the Swiss Embassy in their country of residence as soon as they are sure of attending the training. The purpose of the visit, which should be entered on the visa application is “Attendance at a training course at ABB University Switzerland, Learning Center Turgi”. To support the visa procedure we will be glad to issue invitation letters for the participants.

Health, travel and accident insurance
The trainees/course participants are only insured against accidents which happen on the SUPPLIER’s premises. The SUPPLIER does not provide health or travel insurance for trainees. It is the responsibility of the PURCHASER to make appropriate arrangements in their country of residence before departure. If for whatsoever reason one of the PURCHASER’s trainees may become ill during the training stay the SUPPLIER will arrange appropriate medical treatment, a doctor’s appointment, etc. Any of such costs for medical treatment and hospitalization are not included in the training services and must directly be paid by the course participants, their employer respectively.

Course certification
Upon successful completion of each training course participants are presented with a certificate of course completion.
**Additional conditions for on-site training**

**Certification**

Every participant will receive a certificate upon successful completion of each training course. The certificates will be signed by ABB University Switzerland as well as by the responsible instructor. In order to prepare the certificates before completion of the session we request the PURCHASER to forward us the corresponding participants list well in advance.

**Local transport of instructor**

Unless otherwise agreed the costs of local transportation of the instructor from the airport to the hotel/site and back again as well as daily transportation from the instructor’s hotel to the training location are included in our price.

**Accommodation, meals, daily allowance for instructor**

Unless otherwise agreed all costs for the instructor’s hotel accommodation, breakfast, evening meals and daily allowance are included in our price.

**Contact person**

The PURCHASER should provide a contact person for the instructor whilst in the ENDUSER COUNTRY and assist the SUPPLIER with visa application matters.

**Training location and facilities**

The training course will take place at the PURCHASER’s site/offices in the ENDUSER COUNTRY. A fully equipped training room including modern IT infrastructure, catering service and other amenities to be made available by PURCHASER, including but not limited to the following:

- Whiteboard
- Flip chart
- Video projector with a resolution of minimum 1280 x 1024
- Good quality inkjet printer
- Overhead projector
- Paper and writing material
- Beverages during breaks and lunches during course days
- Enough power supply connections

The PURCHASER also needs to organize daily lunches at their canteen facilities for all participants and the instructor. The costs for the instructor’s lunches have to be borne by the PURCHASER.

**Training unit**

For conducting BASIC Service trainings on-site the following requirements are to be fulfilled.

A complete functioning PCS 6000 with additional converter system components, interfaces and supply for manipulation has to be available to the training students. In particular it shall cover: Set-Up:

- PCS 6000 Product Family Converter
- PCS Service Suite with License
• 3-phase auxiliary voltage supply to the converter connected and available (Control, Charging Unit & Filter Unit)
• Control signals available & functioning:
  o Safety & Emergency Chain
  o Current Transducers / Voltage Transducer Signals
  (at least an incoming voltage signal)
  o Grid-Breaker Signals
  o Turbine Controller

Other:
• Required working tools and metering tools available according to the PCS 6000 Service Manual available.
• A manipulation of the training unit equipment according to the training program has to be allowed. This covers in particular:
  o Exchange of power electronics (e.g. Diodes, IGCTs, Gate Power Supply (IPS), Resistors, Capacitors, etc.)
  o Exchange of Control components (PEC, Combi IO, S800, etc.)
  o Manipulation of Water-Cooling System (filling of system, exchange of certain components)
  o Update of SW on PEC and usage of IPC with ABB HMI (ABB recommends to use table models)

  • Enough Space for students and trainers to work on converter simultaneously. If not possible amount of students has to be reduced to as many as can work simultaneously.

ABB recommends not using a converter from the normal production for the training, if this cannot be avoided ABB recommends to make sure that the converter is fully retested after the performed training.

Warranty & Liability

For the on-site training at customer the warranty and liability conditions are defined in the PCS 6000 sales contract. ABB Switzerland does not warrant or be liable for any damages or other costs arising from mistakes caused by students or authorized Service Engineers.

Safety

The PURCHASER is also responsible to make sure that the training environment for the trainees and the trainer is safe and can be used for the planned training.

If either the converter or the training facilities provided are not adequate or fulfill the required safety requirements the SUPPLIER reserves the right of cancelling the course without refund of the payment to the PURCHASER.

Course participants

The in the offer stated course participants are the maximum allowed trainees during a course. The course participants are required to attend 100% of the course, if this is not fulfilled ABB reserves the right not to issue the Certification to the affected Trainees.

Also, if ABB cannot perform the course to an adequate standard and quality due to local circumstances (i.e. inadequate training facilities), ABB reserves the right to cancel the course without refund of the payment to the PURCHASER.
Airline ticket / international travel of instructor

Unless otherwise agreed the air travel of the instructor is included in the offered price.

Waiting time of instructor

Should one of our instructors for whatsoever reason not be able to start with the foreseen course on the first scheduled and agreed course day we reserve the right to charge for the waiting time.