
LEARNING CENTER MV DRIVES

Training Conditions

Scope of 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 (~30 %), discussions and presentations.
- Technical instruction for the participants. The program will impart the required knowledge and skills to fulfil the course objectives.
- Programs that are scheduled for a normal 5-day working week, with 7 hours of training per day.

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" herein above.

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

The SUPPLIER cannot reserve any resources such as trainers, equipment, training material and facilities without having received the official signed purchase order from the PURCHASER. In order to guarantee enough time for all necessary arrangements the SUPPLIER needs to receive the official signed purchase order latest 6 weeks prior to the starting date of the course for tailored courses and 4 weeks for public (standard) courses. Without receiving the purchase order the proposed dates and course schedules are not confirmed.

The SUPPLIER is not liable for any costs or expenses accruing due to any travel cancellation of the PURCHASER.

Postponement fees for reschedule of tailored course (bid based) by the PURCHASER

Postponement more than 20 working days prior to fixed course schedule:
0 % of course fee

Postponement 20 to 10 working days prior to fixed course schedule:
25 % of course fee

Postponement less than 10 working days prior to fixed course schedule:
50 % of course fee

The postponement fee is to cover actual and opportunity costs and cannot be reimbursed to the PURCHASER with the next training course.

Cancellation fees PURCHASER for public (standard) training

Cancellation more than 10 working days prior to fixed course schedule:
5 % of course fee

Cancellation 10 to 4 working days prior to fixed course schedule:
50 % of course fee

Cancellation 3 to 0 working days prior to fixed course schedule:
100 % of course fee

Cancellation fees for PURCHASER for tailored courses (bid based)

Cancellation more than 20 working days prior to fixed course schedule:
0 % of course fee

Cancellation 20 to 10 working days prior to fixed course schedule:
50 % of course fee

Cancellation less than 10 working days prior to fixed course schedule:
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.

GERNERAL INFORMATION

Scope

A well-qualified SUPPLIER's technical expert will conduct the classroom training on-site.

Training prerequisites

A good understanding of technical English is required. Other prerequisites are specified in the corresponding course descriptions.

Training hours

Normal training hours are from 08:30 to 16:30 with a one-hour lunch break daily. Break times are also used for informal, course topical discussion.

Working days

Normal working days in Switzerland are from Monday to Friday.

Course language

The SUPPLIER's training courses will be conducted in English. 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 taking place in Switzerland is limited to eight (8) students.

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, whether arising in contract, tort (including negligence whether active or passive), warranty, strict liability or otherwise.

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 at least six (6) weeks prior to the intended training course start.

Confidentiality

The PURCHASER acknowledges that all information and training material, specifically the documentation and any software used during training performance as well as any intellectual property contained therein are proprietary to the SUPPLIER and shall be held in confidence and used only for the specified training courses. Without prior written consent the PURCHASER agrees not to disclose documentation and software as specified above to any other internal organization or third party client, partner, independent contractors or system integrators.

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 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.

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.