

KONGSBERG TERMS AND CONDITIONS FOR TRAINING

Kongsberg Maritime



KONGSBERG

APPLICATION

These Terms and Conditions ("T&Cs") shall apply to all training ("Training") provided by KONGSBERG without any qualification or exception.

ORDERING

Customer must ensure proper and confirmed ordering of Training via the ordering systems offered by KONGSBERG. All requests are subject to KONGSBERG's acceptance. No orders are firm before payment is made in full.

PRICES

Unless otherwise is explicitly agreed in writing, the prices for all Training provided by KONGSBERG shall be in accordance with KONGSBERG's current applicable price lists and rates.

TRAVEL AND LIVING

No costs for travel, living, allowances and other expenses is included in the price, but will be invoiced by KONGSBERG together with a 10% administration fee to the extent such is ordered through KONGSBERG.

PAYMENT

Payment terms are 30 days net. KONGSBERG is entitled to claim interest with 1.5% per month on overdue payment.

SUBSTITUTIONS

Substitutions may be made by customer at any time by notifying KONGSBERG in writing.

CANCELLATION

(a) Customer has the right to cancel a course by notifying KONGSBERG in writing. Customer has the following right of refund depending on the time for KONGSBERG's receipt of the notice as follows: (i) 4 weeks or more before the commencement of the course = 100% refund, (ii) 2-4 weeks before commencement of the course = 50% refund, (iii) less than 2 weeks before commencement of the course = no refund. (b) KONGSBERG reserves the right to cancel a scheduled open course up to 4 weeks before commencement of the course on the grounds of low numbers of participants (4 trainees per course at minimum) without liability of any kind to the customer.

GOOD CONDUCT

KONGSBERG expects all course participants to behave in a polite and appropriate manner and to adhere to KONGSBERG's rules, regulations and instructions when attending courses. KONGSBERG reserves the right to exclude participants or abandon the course in the event of disruptive, abusive or threatening behavior by an individual or group of participants. No refund will be made in such an event.

INTELLECTUAL PROPERTY

All information provided by KONGSBERG in relation to the Training including but not limited to the Training material comprises valuable intellectual property of KONGSBERG. KONGSBERG has copyright to all Training material, and no Training material shall be copied or otherwise distributed to third parties. Courses are not to be recorded in any way without the prior written consent of KONGSBERG.

KONGSBERG TRAINING PARTICIPATION DECLARATION

Acceptance and signing by each participant of the enclosed KONGSBERG Training Participation Declaration is a precondition for participating in any KONGSBERG training. The KONGSBERG Training Participation Declaration will be presented for the participants at the commencement of the course. The KONGSBERG Training Participation Declaration shall also form an integral part of these T&Cs and shall be fully binding upon KONGSBERG's customer/contracting party (in the event that the formal customer/contracting party is not the same legal person as the participant).

LIMITATION OF LIABILITY

KONGSBERG IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUES OR LOST BUSINESS INCURRED AS A DIRECT OR INDIRECT RESULT OF THE USE OF, OR RELIANCE ON, ANY OPINIONS, ADVICE, STATEMENTS, INSTRUCTIONS OR OTHER INFORMATION PROVIDED DURING THE TRAINING OR IN THE TRAINING MATERIAL OR OTHERWISE ARISING FROM OR RELATED TO THESE T&CS.

DISPUTES AND APPLICABLE LAW

Any dispute or claim arising from or related to these T&Cs and/or the Training and/or the Training material shall be referred to final and binding arbitration in Oslo, Norway according to the Norwegian Arbitration Act in accordance with the laws of Norway (except its choice of law rules).