

## HarnWare Training

## Terms and Conditions of Supply

These terms and conditions form the basis upon which **TYCO ELECTRONICS UK LTD.** is prepared to contract with third parties ("**Customer**", which term shall include the Customer's trainees) for the provision of Education and Training services. All orders are subject to acceptance by **TYCO ELECTRONICS UK LTD.** The terms and conditions contained herein shall prevail in all circumstances, unless previously varied in writing by **TYCO ELECTRONICS UK LTD.** No term or condition inserted by the Customer in any purchase order for Education and Training services shall supersede any of the terms and conditions contained herein.

1. **TRAINEES.** All trainees attending **TYCO ELECTRONICS UK LTD.** courses shall be the full-time direct employees of the Customer. The customer undertakes to appraise the trainees of these terms and conditions, especially those relating to copyright and confidentiality and to ensure that all trainees comply with the requirements thereof. **TYCO ELECTRONICS UK LTD.** reserves the right to terminate the training course of any trainee it considers unfit to attend the said training course. The decision of **TYCO ELECTRONICS UK LTD.** shall be final in all such cases. Any such termination by **TYCO ELECTRONICS UK LTD.** shall not relieve the customer of its obligations to make payment of such amounts as have or shall become due, nor shall the Customer be entitled to any credit or reimbursement from **TYCO ELECTRONICS UK LTD.** with respect thereto.
2. **COPYRIGHT AND CONFIDENTIALITY.** **TYCO ELECTRONICS UK LTD.** reserves for itself all proprietary rights, copyrights and intellectual property rights whatsoever including, without limitation, the sole right to manufacture in any and all course material, whether in written, verbal or machine readable format. Under no circumstances may the Customer copy or reproduce in whole or in part any materials supplied pursuant to any training course without the prior express written permission of **TYCO ELECTRONICS UK LTD.** in every case. Any copies, in whole or in part authorised by **TYCO ELECTRONICS UK LTD.** shall at all times remain the sole property of **TYCO ELECTRONICS UK LTD.**, and shall be subject to the terms and conditions contained herein. All material made available to the Customer in connection with any course is confidential, and the Customer agrees not to disclose, provide or make available the content of such material to any third party whatsoever, or to make any commercial use of such documents and information. The Customer agrees to indemnify **TYCO ELECTRONICS UK LTD.** for all losses and damages incurred by **TYCO ELECTRONICS UK LTD.** as a result of the Customer's breach of this clause, including, without limitation, loss or damage incurred by **TYCO ELECTRONICS UK LTD.** as a result of improper or unauthorised disclosure, transfer or use by the Customer of such documentation or information.
3. **INDEMNITY.** **TYCO ELECTRONICS UK LTD.** will indemnify the Customer against any personal injury resulting from the negligence of **TYCO ELECTRONICS UK LTD.**, its sub-contractors or agents. **TYCO ELECTRONICS UK LTD.** will indemnify the Customer against direct damage to property resulting from the negligence of **TYCO ELECTRONICS UK LTD.**, its sub-contractors or agents, provided that **TYCO ELECTRONICS UK LTD.** total liability shall not exceed (£2,000,000) (two million pounds) for any claims resulting from one or more related incidents. **TYCO ELECTRONICS UK LTD.** shall not be liable to the customer for any consequential or incidental loss or damage, including, without limiting the generality of the foregoing, loss of contracts or profits.
4. **COURSE LOCATION AND CONTENT.** Unless otherwise specified, all courses will be run at **TYCO ELECTRONICS UK LTD.** premises. The content of all courses provided by **TYCO ELECTRONICS UK LTD.** shall be as detailed in the latest edition of the **TYCO ELECTRONICS UK LTD.** HarnWare Training Guide, copies of which are available on request.
5. **PRICES.** Course fees are as published in the HarnWare Training Guide. Course fees specifically exclude any provision for trainee travel expenses or subsistence. Course fees include the provision of one complete set of trainee course materials per trainee. Course fees are exclusive of Value Added Tax, which will be added to invoices at the rate(s) ruling at the date of invoice submission.
6. **COURSE DATES AND CANCELLATION CHARGES.** The availability and dates of all courses are subject to confirmation by **TYCO ELECTRONICS UK LTD.** at the time of booking. **TYCO ELECTRONICS UK LTD.** reserves the right to cancel or transfer any course booking to a later scheduled course or to an alternative location without penalty. **TYCO ELECTRONICS UK LTD.** shall not be liable for any costs or damages incurred by the Customer as a result of any such cancellation or transfer. In the event that the Customer wishes to cancel or transfer any course booking without providing at least 21 days written notice prior to the scheduled start of the course the following cancellation and transfer charges shall apply. Cancellation fee: 100% of the course fee, Transfer fee: 30% of the course fee. In the event that a Customer transfers a booking for a second time, the Customer shall pay to **TYCO ELECTRONICS UK LTD.** an amount equal to the cancellation charges that would have been payable had the first transfer been a cancellation.
7. **WARRANTY.** **TYCO ELECTRONICS UK LTD.** warrants that it is empowered and authorised to present the training courses contracted for. Except for the warranties set forth above, **TYCO ELECTRONICS UK LTD.** disclaims all warranties with respect to any training course programme provided by **TYCO ELECTRONICS UK LTD.**, including all implied warranties of merchantability and fitness for a particular purpose.
8. **IMPORT/EXPORT REGULATIONS.** Customer understands that certain materials and information are restricted by the United States government from export to certain countries and certain organisation and individuals. Diversion contrary to U.S. law is prohibited. All orders placed under this Agreement are subject to the obtaining of relevant export licences in the countries from which supplies of course materials are obtained, and the obtaining of relevant import licences from the Government of the United Kingdom. Customer undertakes not to re-export any materials supplied hereunder from the United Kingdom without first obtaining any necessary authorisations required under the licences issued during the supply of the said course materials. At the customers request **TYCO ELECTRONICS UK LTD.** will provide advice to the Customer with respect to such authorisations.
9. **PAYMENT TERMS.** Fees in respect of standard courses are payable in full by the customer within thirty (30) days of the date of **TYCO ELECTRONICS UK LTD.** invoice. In the event that **TYCO ELECTRONICS UK LTD.** agrees to provide training other than standard courses, all fees in respect of such courses are due and payable prior to the commencement of the said courses.
10. **DEFAULT.** **TYCO ELECTRONICS UK LTD.** shall be entitled to terminate forthwith this Agreement or any contracts entered into hereunder in the event that Customer breaches any terms of this Agreement, which remains unremedied twenty-one (21) days after written notice of such breach is made by **TYCO ELECTRONICS UK LTD.**, or if customer shall have any distress or execution levied upon its properties or assets, or shall make or offer to make any arrangement or composition with its creditors or shall have a petition in bankruptcy presented or a bankruptcy order shall be made against it or a trustee, encumbrancer or receiver shall take possession of any of its assets or if a petition is presented for an interim order in connection with a proposal to creditors for a voluntary arrangement by it, or if the Customer is a limited company, and any resolution or petition to wind it up (other than for the purposes of amalgamation or re-organisation) shall be passed or presented, or if any petition is presented or order made for the appointment of an administrator, liquidator or receiver of any part of its undertaking, property or assets.
11. **MISCELLANEOUS.** Customer shall not assign any right or obligation hereunder without the prior written consent of **TYCO ELECTRONICS UK LTD.** Any notices required to be given hereunder shall be made by registered post, telex or facsimile to the customers registered office and/or **TYCO ELECTRONICS UK LTD.** The construction, validity and performance of this Agreement shall be governed by the Laws of England, and the parties hereto submit to the exclusive jurisdiction of the English Courts.