



KONGSBERG

# Terms and Conditions for Training

Kongsberg Maritime  
Kongsberg Discovery

## Application

These Terms and Conditions ("T&Cs") shall apply to all training ("Training") provided by KONGSBERG, irrespective of whether such Training takes place at KONGSBERG's training centers or at locations or vessels/ installations owned, rented, used, operated, managed or in any other way controlled by customer ("Customer's Site") and without any other qualification or exception. Unless explicitly agreed in writing and signed by duly authorized representatives of the parties, KONGSBERG rejects any general or special terms or conditions contained in the customer's purchase order or similar document.

## Ordering

Customer must ensure proper and confirmed booking of Training via the systems offered by KONGSBERG. All requests are subject to KONGSBERG's acceptance.

## Prices

Unless agreed otherwise in writing, the prices for all Training provided by KONGSBERG shall be in accordance with KONGSBERG's current applicable price lists and rates. All prices are exclusive of sales, use, import, VAT, or similar taxes and duties. Such taxes shall be borne by customer.

## Travel and living

In the event Training is conducted at any of KONGSBERG's training centers, the customer is responsible for its personnel's travel and accommodation, and customer's costs for travel, living, allowances and other expenses is not included in the price.

If Training is conducted at Customer's Site, the customer shall provide board and lodging of KONGSBERG's personnel. KONGSBERG anticipate, and customer shall meet, the following requirements:

- I. A proper single bed with linen in an environment suitable for sleeping
- II. Proper facilities for taking care of personal hygiene and washing of clothes
- III. A minimum of 3 meals per day including availability of potable water at all times

In the event these requirements not being fulfilled, KONGSBERG reserves the right to charge additional daily allowance and travel cost in accordance with Norwegian State Travel Allowance Scale.

Where transport to/from a vessel is required, the following would apply:

- I. If Training's personnel are required to be transported to/from a vessel by means of a pilot/ taxi/ crew vessel and/or embark and disembark at sea the Customer shall ensure that the minimum requirements set out below are met. These minimum requirements are as prescribed by best industry practices, marine guidance notes and international standards such as IMCA, MCA, SOLAS and IMO:
  - (a) Pilot/Taxi vessels transporting Training personnel shall meet the requirements of local and international standards and the Flag State
  - (b) Pilot/Taxi vessels and crew shall be fitted and trained to handle emergencies such as man overboard, unconscious person(s) etc., in the event a transfer goes wrong. Such provisions shall include an over side ladder, means for recovery of an unconscious person and adequate maneuverability of the vessel.
  - (c) Pilot/Taxi vessels transporting Training's personnel

shall be manned by a minimum of a coxswain and a deck-hand. Additionally, the vessel shall be designed for the purpose of supporting such personnel transfers offshore, never exceed design capacity and being equipped with guard rails and anti-slip deck surface and sufficient life vests and portable firefighting equipment.

(d) During embarking/disembarking, arrangements must be made to hoist onboard Training's personnel luggage, tools and equipment in a safe manner.

### **Health, Safety and Environment ("HSE")**

KONGSBERG anticipate the customer to follow internationally accepted standards for industry, shipping and offshore with respect to HSE and working conditions. Before KONGSBERG's representative and personnel enters Customer's Site the customer shall inform KONGSBERG in writing of all relevant safety regulations in force at Customer's site and ensure that the customer complies with all applicable health and safety laws and regulations. KONGSBERG's representatives or personnel shall be entitled to refuse to perform Training if the working environment at Customer's Site is deemed unsafe or dangerous according to standard industry practice in Western Europe.

KONGSBERG will normally follow the travel advice provided by International SOS and the Ministry of Foreign Affairs, and reserves the right to decline a request to carry out Training based upon negative travel advice. There will be an add on of 30 % on the rates for Training conducted in Africa Sub-Sahara (except Namibia and South Africa) and in countries with High or Extreme High Risk rating according to [www.internationalsos.com](http://www.internationalsos.com).

### **Payment**

Payment terms are 30 days net. Payment shall be by wire transfer to KONGSBERG's nominated bank account. Payment shall not be deemed effective before KONGSBERG's account has been fully and irrevocably credited. KONGSBERG is entitled to claim interest with 1.5% per month on overdue payment. For independent participants, where Training is not ordered and not to be covered by the participant's employer or client (company), KONGSBERG will require prepayment.

### **Substitutions**

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

### **Cancellation/Rescheduling**

(a) Customer has the right to cancel/ reschedule 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 2 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.

### **KONGSBERG's right to refuse training**

KONGSBERG shall have the right to refuse the execution of Training where the customer is not up to date with payment on one or more of customer's contracts with KONGSBERG. In such events, customer shall indemnify and hold harmless KONGSBERG from and against all liabilities, loss and costs incurred by customer in respect of such refusal to carry out Training.

### **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.

### **Processing of personal data**

In certain circumstances we may collect and use personal data. These circumstances can include, but are not limited to, when: necessary for contractually related purposes, you visit our website, or you contact us. With respect to services we provide, we may screen the information you provide at our sole discretion in order to ensure our continued compliance with applicable laws. Any personal data we collect is subject to the EU General Data Protection Regulation 2016/679 ("GDPR"). To ensure compliance with the GDPR, we have adopted binding corporate rules ("the KONGSBERG BCR"). The KONGSBERG BCR have been approved by the Norwegian and other relevant data protection authorities. A description of the circumstances under which we may collect personal data, how we use it, how we protect it and your rights is provided in Kongsberg Gruppen's Privacy Statement, available at our official website: <https://www.kongsberg.com/privacy/>

## **Indemnity**

KONGSBERG and the customer, respectively, shall indemnify and hold harmless the other party, its affiliated entities and its employees, from and against any and all claims, damages, losses and expenses in respect of (i) bodily injury, sickness, diseases or death to any employee of KONGSBERG and the customer, respectively, and (ii) loss of or damage to the property of KONGSBERG and the customer, respectively.

Customer shall indemnify and hold harmless KONGSBERG, its affiliated entities and its employees from and against all claims, damages, losses and expenses in respect of bodily injury, sickness, disease or death and loss of or damage to the property of any third party; arising out of, in connection with or caused by the Training unless such damage or loss is resulting from willful misconduct or gross negligence attributable to KONGSBERG.

## **Disclaimer**

The Training and the Training material is not intended to replace, substitute or supply user manuals or other documentation supplied with any equipment or system. The Training and the Training material is intended only for limited training purposes and is not intended to portray the complete, accurate and appropriate handling of all situations, scenarios and features in relation to the operating and handling or any equipment or system in real operation. KONGSBERG has made reasonable attempts to provide accurate and appropriate information for the Training purposes, but does not warrant or assume any legal liability or responsibility for the accuracy, completeness or appropriateness of the Training and the Training material. The Training and the Training material is provided as-is and participation and completion of any KONGSBERG training is no guarantee for proper operation skills of any equipment or system in real operation.

## **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 any actions, opinions, advice, statements, instructions or other information provided during the training, or the use of or reliance on any information contained in the training material, or otherwise arising from or related to the training activities contemplated herein. Save in cases of gross negligence or wilful misconduct for which kongsberg is liable, kongsberg is not liable for any claim whether in contract, tort or otherwise for any one act or omission of kongsberg's instructor arising from or related to the training.

## **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).

## **Force majeure**

Notwithstanding anything to the contrary set forth in the Contract, either Party shall be entitled to suspend performance of its obligations under the Contract for reasons of Force Majeure, which shall mean an event beyond the reasonable control of the Party affected, impeding performance or making performance unreasonably onerous, such as (but not limited to) local and general industrial dispute, fire, war (whether declared or not), armed conflict, terrorist activity, extensive military mobilization, insurrection, requisition, seizure, embargo, governmental action, export and import restrictions, epidemics and pandemics including implications and restrictions related thereto, restrictions in the use of power, and delays or defects in deliveries by subcontractors caused by such circumstances referred to in this Clause.

The Party claiming to be affected by Force Majeure shall without undue delay after the occurrence notify the other Party in writing thereof. If Force Majeure prevents Customer from performing its obligations, it shall compensate Training for all costs incurred in securing and protecting the Work.

Regardless of what might otherwise follow from these General 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 the Force Majeure clause for more than six months.