

# Howden Aftermarket Academy Terms and Conditions V1.1 05-2026

## 1. DEFINITIONS

**Client** means the business purchasing the Training Services from the Provider. **Contract** means the agreement arising as a result of the Client's acceptance of the Provider's quote, or the Provider's acceptance of the Client's order, incorporating these terms and conditions. **Contract Price** means the total sum payable as specified in the Contract. **Delegate(s)** means the individual(s) attending the Training Services from the Client. **End-User** means the customer of the Client and ultimate end user of the Provider's products. **Provider** means the business unit providing the Training Services as set out in the Provider's quote. **Site** means either the Client's, End-User, or the Provider's nominated premises' where the Training Services will take place, as agreed by Provider. **Training Services** means the educational or instructional program(s) provided by the Provider, including on Site, remote, and machine-based training.

## 2. CONDITIONS

2.1 The acceptance of the Provider's quote or the acceptance by the Provider of the Client's order or online Training Services booking shall be subject to these terms and conditions and to such other terms and conditions (if any) stated in or referred to in the Provider's quote or the Provider's official order acceptance. All other terms and conditions are excluded unless expressly agreed by the Provider in writing.

## 3. TRAINING SCOPE AND MATERIALS

- 3.1 The Provider may adjust for reasonable cause the content, trainers and/or venue of the Training Services as necessary at Provider's sole discretion.
- 3.2 All training materials, documentation, presentations, and related content ("Materials") provided by Provider to the Delegates shall remain the exclusive intellectual property of the Provider. Upon handover the Delegate acquires ownership only of the tangible copies supplied. The Materials are protected by copyright and other intellectual property laws. Except as expressly permitted in writing by Provider, the Delegates and/or Client shall not copy, reproduce, distribute, modify, or create derivative works from the Materials. No rights, title, or interest in the Materials are transferred to the Delegates and/or the Client other than the limited right to use them for the purpose of receiving the Training Services.
- 3.3 All Training Services and all Materials shall be in English, unless explicitly agreed otherwise.
- 3.4 The recording of videos, taking of photos and/or recording of sound by the Client and/or any Delegates during the Training Services is not permitted. Any Materials handed out and/or provided in digital form may not be reproduced or disclosed to any third parties.
- 3.5 Training Services will take place during the normal working hours applicable in the country where the Training Services are delivered. The working hours and break times applicable in this country must be observed.
- 3.6 In the case of remote training: (i) the standard working hours of the country of the Provider shall apply, unless explicitly agreed otherwise; (ii) if using a Client platform, the Client shall ensure a secure and stable connection and access will be provided to the Provider free of charge without requiring any downloads; (iii) recording is not permitted; (iv) no third party participants are allowed unless agreed in advance in writing by the Provider:
- 3.7 When providing machine-based Training Services, the Provider does not accept any responsibility for pre-existing defects or malfunctions of the Client's machine, or any damage resulting from improper maintenance prior to or after Training Services and the Provider's scope does not include any functional safety services, such as checking all classified and installed safety-related circuits already installed.
- 3.8 With the exception of any remote training, and unless agreed otherwise by Provider, after completing the Training Services, Delegate/s will be issued with a certificate of attendance in digital form by the Provider. The certificate of attendance only confirms attendance and makes no statement about the level of knowledge and does not constitute official certification.
- 3.9 If any Training Services leads to any calibration, troubleshooting and/or adjustments being required at Client Site, this will be treated as a service operation rather than standard Training Services. Any such work beyond Training Services scope must be contracted separately.
- 3.10 Completion dates for the Training Services are approximate and subject to the prompt receipt of all necessary information from the Client and continued compliance with the Contract.
- 3.11 The Provider is not responsible for any delay and/or disruption caused by the Client that results in waiting times. As a result of any Client related delay, it may not be possible to train all topics in the training program. If, at Client's request, additional time is required to complete the Training Services, and the instructor is able to accommodate, the Provider is entitled to receive payment for one additional full day plus any associated costs incurred as a result of Client day, such as booking fees, cancellation fees, hotel costs, etc. plus 15% processing fee.
- 3.12 The Provider does not guarantee the Course will result in any reduced downtime, increased productivity, enhanced safety and/or any cost savings.
- 3.13 The Course Materials and the classroom instructions offered with it are designed to acquaint the Delegates with accepted good practice for the operation and/ or maintenance of equipment and systems. The text is written to be as close as possible to the designated equipment. However, it does not purport to be complete, nor will it be specific in every detail. Therefore, it is essential during operation and maintenance of the designated equipment to use the manufacturers data report (MDR) and installation and maintenance manual (IOM), which are delivered with the original requirement.
- 3.14 The Provider will not take any responsibility and will not accept any liability whatsoever for work undertaken based on the Materials or classroom instructions, or for any claims related to pollution and environmental impairment caused by the Training Services.
- 3.15 For any customer-specific trainings, a minimum booking lead time of no less than three (3) months prior to the course start date is required, unless otherwise agreed by the Provider.

# Howden Aftermarket Academy Terms and Conditions V1.1 05-2026

## 4. PRICING AND PAYMENT

- 4.1 The Contract Price is inclusive of Provider's preparing time, training hours and Materials (which includes any handouts of the training content covered during the Training Services either in hard copy or provided in digital form), unless specified otherwise.
- 4.2 The Contract Price does not include, unless explicitly stated otherwise by Provider, any travel or accommodation costs for the Delegate(s) or the Provider. Any and all Client travel costs shall be for the Client's account
- 4.3 Unless agreed otherwise, the Contract Price will be invoiced as follows: (i) 30% on booking the Training Services, which is non-refundable; and (ii) 70% on completion of the Training Services. All invoices must be paid within thirty (30) days from the date of Provider's invoice.
- 4.4 The Client is not entitled to any deductions, retentions or withholding of any part of the Contract Price. The terms of payment must be adhered to and any claims handled separately.
- 4.5 Should any payment fall into arrears, the Provider reserves the right to: (i) suspend any Training Services; (ii) charge interest on any late payment at the maximum rate permitted by applicable law on the daily balance from the due date until payment is made; and (iii) require the Client to pay all of Provider's collection costs.
- 4.6 If any amounts payable by the Client to the Provider under this Contract are required by applicable law to be withheld or deducted on account of any present or future taxes, levies, imposts, duties, charges or withholdings of any nature imposed by any governmental authority ("Withholding Tax"), the Client shall: (i) deduct such Withholding Tax from the amounts payable; (ii) remit the Withholding Tax to the appropriate governmental authority within the time required by law; and (iii) deliver to the Provider, within a reasonable period, official receipts or other documentation reasonably acceptable to the Provider evidencing such remittance.
- 4.7 The Client shall reasonably cooperate to apply any available reductions or exemptions under an applicable double tax treaty, provided the Provider timely furnishes to the Client the necessary documentation (e.g., tax residency certificate, beneficial ownership declarations, forms and any other documentation required by the relevant authority). The Provider shall use reasonable efforts to supply accurate and complete documentation sufficient to claim treaty benefits.
- 4.8 Except to the extent Withholding Tax is reduced or eliminated pursuant to clause 4.5, any payment due to the Provider shall be increased ("grossed-up") by such amount as is necessary to ensure that the Provider receives, after the deduction or withholding of any Withholding Tax, the same net amount it would have received had no withholding or deduction been required. The gross-up shall not apply to taxes imposed on the Provider's net income or profit in its country of residence.
- 4.9 Value-added tax, goods and services tax, sales/use tax, or similar indirect taxes are outside the scope of Withholding Tax and shall be charged and invoiced in addition to the Contract Price, where applicable. The parties shall cooperate in good faith on registration and compliance requirements related to indirect taxes.

## 5. PROVIDER'S RIGHTS AND OBLIGATIONS

- 5.1 The Provider shall deliver the Training Services on the agreed date(s) and at the designated Site as set out in the Contract.
- 5.2 The Provider will act in accordance with good engineering practice and generally accepted industry standards and only use suitably qualified and experienced trainers in the respective technical field and/or specified product range.
- 5.3 The Provider shall be responsible for any necessary work permits of its personnel, with support from the Client as required.
- 5.4 Where Training Services are delivered on a Provider Site, the Provider shall provide reasonable health, welfare and security facilities (including, but not limited to, medical, messing, accommodation, toilet and like facilities as appropriate) as required by law and otherwise reasonably necessary for any Delegates attending Site.
- 5.5 The Provider may subcontract Training Services to affiliates and/or subcontractors.
- 5.6 The Provider shall comply with all provincial/territorial/state statutes, acts, ordinances, regulations, codes, and laws that apply to the Provider's performance of the Training Services. The Provider shall comply with Client Site requirements as mutually agreed upon by the parties in writing and in advance of any Training Services commencing. For the avoidance of doubt, the Training Services are intended as product and technical trainings only and shall not be deemed to fulfil any statutory licensing, certification operator qualifications, accreditation or regulatory approval requirements unless explicitly agreed in the applicable offer.

## 6. CLIENT'S RIGHTS AND OBLIGATIONS

- 6.1 The Client shall do all that is required to ensure that the Provider is able to commence Training Services on time and carry out the Training Services in an uninterrupted manner.
- 6.2 If Training Services are to be delivered at Client Site, the Client shall ensure sufficient early and unimpeded access to the Site for the Provider as required in order to prepare and set up for the Training Services. The Client will provide a suitable room and facilities with the basic requirements of, but not limited to; (i) sufficient numbers of chairs and tables for the Delegates and Provider; (ii) white projection screen with a projector (HDMI or VGA connection) and an audio installation for connecting a laptop; (iii) stationery supplies such as flipchart or whiteboard, paper and pens; (iv) power sockets that are easily accessible to the Provider; (v) drinks and lunch for the Provider and Delegates during the Training Services; and (vi) all basic health, welfare and security facilities (including, but not limited to) medical, messing, toilet and like facilities as appropriate and as required by law and otherwise reasonably necessary for Provider providing training on Site.
- 6.3 The Client must send Delegates full names to the Provider no less than five (5) working days before the start of the Training Services.
- 6.4 The Client shall provide sufficient and suitable transport for Delegates, tools, equipment, and materials and shall procure any necessary permits and licenses for the importation or exportation of tools, equipment, and materials relating to the Training Services.
- 6.5 If machine-based Training Services are provided at a Client Site, the Client must (i) ensure the machine is in safe, operable condition; (ii) provide all necessary safety documentation and risk assessments; (iii) ensure all required safety precautions are in

# Howden Aftermarket Academy Terms and Conditions V1.1 05-2026

place, including emergency stop procedures and the like and (iv) I supply all necessary information and drawings regarding the location of underground power cables, gas and water pipes, or similar installations together with static data for structures.

- 6.6 The Client shall ensure that its Delegates have sufficient knowledge and skills in English (unless otherwise agreed) to properly understand the Provider's Training Services. If necessary, the Client shall ensure a proper technical translator is used at its own cost and the Client be responsible for any errors in translation.
- 6.7 Unless agreed otherwise, the Client shall provide and maintain protective clothing and devices as required by Site conditions.
- 6.8 The Client shall assist the Provider with obtaining necessary work and/or residence permits related to the Training Services.
- 6.9 The Client shall ensure compliance with local laws and regulations applicable in the respective country of operation. The Client is responsible for obtaining local official permits, such as in the case of working on bank holidays and weekends.

## 7. HEALTH AND SAFETY

- 7.1 The Provider is an independent contractor and is not responsible for any oversight, or the property or employees of the Client or others, including, without limitation, matters such as health and safety, or security.
- 7.2 The Client shall advise Provider's personnel in advance of all known and/or suspected hazardous/unsafe conditions and risks that may be encountered while on Site. Provider's personnel shall not be required to take any action or to enter or remain in any area where Provider reasonably determines that it would be unsafe. Furthermore, if Provider has substantive travel and/or security concerns regarding the Client's Site, general region and/or country, Provider shall be excused from Site attendance, and the event will be considered a Force Majeure Event.
- 7.3 Each party expects no less than basic health, safety and environmental protection procedures (HSE) to be in place at Site as standard. If either party is placed in a situation that conflicts with basic HSE regulations mentioned herein, either party shall have the right to suspend the Training Services and escalate the matter. Basic HSE work location requirements shall be considered as, but not limited to, fenced-in work area; controlled entrance; access to first-aid staff and equipment; plant gas and fire alarm system; Site emergency plan; full time on Site HSE coordinator; sanitary provisions; good house-keeping and waste control; permit-to-work system and regular site inspections; personal protection equipment; and fire-fighting and electrical equipment to be yearly inspected and in good working order
- 7.4 The Provider is not liable for any costs incurred due to the suspension of contractual obligations arising from a HSE infringement by the Client. The Client shall rectify this infringement without undue delay, at no cost to Provider.
- 7.5 All local transportation provided or arranged by the Client shall be booked with companies that are certified in terms of quality and safety. Local cars used for crew transportation shall be safe, in a good state of maintenance, equipped with safety belts, headrests, airbags, and where required, 4-wheel drive. The drivers shall be experienced and have good company records. When required by the country, special guidance, protection, special or spare tyres, and safety measures shall be arranged by the Client.

## 8. LIABILITY

- 8.1 Each party shall indemnify the other against any claim for personal injury, death or damage to property, to the extent caused by its negligence or, in the case of the Client, the negligence of its Delegates.
- 8.2 In all cases the party establishing or alleging a breach of Contract or a right to be indemnified in accordance with the Contract shall be under a duty to take all necessary measures to mitigate the loss which has occurred provided that they can do so without unreasonable inconvenience or cost.
- 8.3 Notwithstanding anything to the contrary contained herein or elsewhere in the Contract and save to the extent this limitation is prohibited by law the Provider's total liability pursuant to this Contract whether by way of indemnity, for breach of Contract, warranty or guarantee obligations or by reason of any tort, statute or otherwise shall in no event exceed the Contract Price.
- 8.4 In no event will either party be liable for any indirect, punitive or consequential damages of any kind or nature whatsoever, or for loss of profits/revenue or loss of production, regardless of whether such damages are based upon contract, tort, strict liability in tort, negligence or indemnity.
- 8.5 This clause shall survive any termination, default, cancellation or any other discontinuance of this Contract.

## 9. SUSPENSION AND TERMINATION

- 9.1 The Provider has the right to suspend the Training Services and/or terminate the Contract if: (i) any Delegate is considered to be disruptive; and/or (ii) suspected of recording the Training Services in any manner; and/or (iii) the Client Site or machine presents any unacceptable risk to the Provider. In any such case, the Client will be liable for the Contract Price.
- 9.2 If the Client fails to make any payment when due or fails to perform on time any of its other obligations under the Contract: (i) the Provider shall be entitled to suspend performance of the Training Services and refuse to deliver any further Training Services until the failure is remedied; (ii) the schedule time for the Training Services shall be extended accordingly; and (iii) any cost (including financial costs, demobilisation etc.) incurred by the Provider shall be paid by the Client.
- 9.3 The Provider may suspend the Training Services if at any time it finds the Client's creditworthiness to be unacceptable, without further liability unless and until such time as the Provider receives satisfactory assurances of the Client's creditworthiness.
- 9.4 If performance of the Training Services is suspended for any reason and such suspension continues for more than sixty (60) days, the Provider shall be entitled at any time during that continued suspension, to terminate the Contract forthwith. The Client shall reimburse the Provider for all reasonable costs and expenses incurred as a result of the suspension.
- 9.5 The Client shall have the right to suspend of the Training Services. Upon resumption of performance, the Seller has the right to equitable relief as necessary. If the suspension period exceeds thirty (30) days, the Seller has the right to consider the Contract terminated for convenience and be compensated for the Contract Price.
- 9.6 Any party proposing to terminate the Contract for material breach shall first give the other party written details of any alleged breach and a reasonable time to cure such breach. If the defaulting party fails to cure a material breach within a reasonable time

# Howden Aftermarket Academy Terms and Conditions V1.1 05-2026

after receipt of notice of the breach, the non-defaulting party shall have the right, at its option, to terminate the Contract without further liability to the defaulting party.

- 9.7 In case of a termination under clause 9.6, the non-defaulting party shall be entitled to recover any reasonable and direct costs resulting from the material breach, from the defaulting party.

## 10. CHANGES

- 10.1 The Provider is entitled to modify any Training Services and/or Materials and adjust the price of, or extend the time required for Training Services if: (i) costs increase beyond the Provider's control; (ii) changes or delays caused by the Client; (iii) any unforeseen legal or regulatory changes occur after the date of Contract.
- 10.2 If any Training Services has to be postponed (e.g. due to sudden illness of the instructor), the Client is not entitled to charge the Provider for any costs incurred such as travel and accommodation costs or loss of work. The Training Services will be rescheduled by Provider as soon as reasonably practicable.
- 10.3 The Client may request a change to the Training Services by providing the Provider with written notice confirming the scope and nature of the change requested. The Provider shall confirm in writing if the change requested is accepted and any corresponding changes to the Contract Price payable by the Client. No change to the Training Services shall be effective unless it is agreed in writing and signed by both parties.
- 10.4 After Provider has confirmed the schedule for Training Services, cancellations or changes to Training Services dates can be made up to four (4) weeks before the start of the Training Services at no additional cost. Cancellations or changes of dates to the Training Services by the Client made between four (4) weeks and seven (7) calendar days prior to the start of the course will incur a fee of 30% of the total price. Any cancellations of the Training Services, or changes of dates, made less than seven (7) calendar days prior to the original start date of the Training Services will incur a fee equal to the total Contract Price.
- 10.5 Cancellation of registration into an open course: After the registration, onto an open course, which is available on Provider's website, has been confirmed, cancellations may be made without penalty up to fourteen (14) days before the starting date. Cancellations made shorter than fourteen (14) days up to seven (7) days a cancellation fee of 30% will be charged. Cancellations made later than that, or applicants who do not attend the Course, will be charged the full fee.

## 11. FORCE MAJEURE

- 11.1 Neither party shall be considered in default or in breach of its obligations under the Contract to the extent that performance of such obligations is prevented or delayed by any circumstances outside its reasonable control including, without limitation: strikes, lock-outs or other industrial disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, embargoes, economic or trade sanctions, including any amendments to such embargoes, economic and/or trade sanctions, accidental breakdown of plant or machinery, fire, flood, storm, disease outbreak or epidemic and/or any resulting quarantine restrictions ("Force Majeure Event").
- 11.2 Either party shall be entitled to terminate the Contract if the Force Majeure Event continues, or it is obvious that it will continue, for more than one hundred and eighty (180) days without liability to the other party. Notwithstanding the 180 day period being reached, should both parties want to continue the Contract, where reasonably practicable to do so, the parties will renegotiate in good faith to agree any necessary Contract amendment(s) in writing to allow the Contract to continue.

## 12. CONFIDENTIALITY

- 12.1 Each party agrees to keep confidential and not disclose to any third party any technical or business information, materials, or data received or gained from the other party in connection with this Contract that is marked or reasonably understood to be confidential ("Confidential Information"). Confidential Information shall be used solely for the purposes of performing under this Contract. These obligations do not apply to information that is (a) publicly available without breach, (b) lawfully obtained from a third party without restriction, or (c) required to be disclosed by law or court order, provided the disclosing party gives prompt notice. This obligation survives termination of the Contract for five (5) years, unless agreed otherwise.

## 13. COMPLIANCE

- 13.1 The Provider and the Client shall comply with all applicable laws, regulations, and industry standards in connection with the delivery and participation in the Course under this Contract. This includes, without limitation, compliance with: (i) Health, Safety, and Environmental (HSE) requirements at the Site, whether at the Provider's premises, the Client's premises, or any remote location. (ii) Data protection and privacy laws applicable to any personal data processed in connection with the Training Services. (iii) export control and trade compliance regulations relating to any technical information or Materials provided under the Contract. (iv) Anti-bribery and corruption laws, including the UK Bribery Act 2010 and/or any equivalent legislation in relevant jurisdictions.
- 13.2 Neither party shall engage in any activity that would cause the other party to breach such laws or regulations. Each party shall maintain all necessary permits, licenses, and authorizations required for the lawful performance of its obligations.
- 13.3 Failure to comply with this clause shall constitute a material breach of the Contract.

## 14. INSURANCE

- 14.1 The Provider will maintain the following insurance coverage: (a) Public and Products Liability with a limit of two hundred and fifty thousand pounds per occurrence (£250,000) up to five hundred thousand pounds (£500,000) in the aggregate; (b) Employers' liability or Workers' compensation as required by applicable law.

**15. GOVERNING LAW**

- 15.1 Where the Provider is a German entity:** This Contract shall be governed by and construed in accordance with the laws of Switzerland. If any dispute arises out of this Contract (including any dispute as to its validity, meaning, effect or termination), the parties shall attempt to come to a reasonable settlement of the matter but should such dispute not be settled within three (3) months of the original written notification of dispute, the dispute shall be exclusively and finally settled under the Rules of Conciliation and Arbitration of the ICC by three (3) arbitrators appointed in accordance with the Rules. The place of arbitration shall be Geneva, Switzerland, the language of the proceedings shall be English, and the arbitration award shall be final and binding on the parties. The procedural law of the place of arbitration shall apply where the Rules are silent.
- 15.2 Where the Provider is a Dutch entity:** This Contract shall be governed by and construed in accordance with the laws of the Netherlands. Any dispute arising out of or in connection with this Agreement shall be finally settled by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (NAI). The seat of arbitration shall be Amsterdam, the Netherlands. The arbitral tribunal shall consist of one arbitrator, and the language of the arbitration shall be English.
- 15.3 Where the Provider is any other entity:** The Contract shall in all respects operate and be construed as an English Contract governed by the laws of England and Wales. All notices and other communications and dealings between the parties including legal proceedings shall be in the English Language. If at any time a dispute should arise between the Buyer and Supplier in relation to or in connection with the Contract, either party may give written notice to the other of the existence of such dispute and the same shall be referred to the arbitration of a person to be mutually agreed upon or, failing agreement within thirty (30) days of the receipt of written notice, such dispute shall be finally settled in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC) without recourse to the ordinary courts of law. Arbitration to take place in London, England. The number of arbitrators is one. The language of the arbitration proceedings is English.

**16. GENERAL**

- 16.1** This Contract contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, contracts, commitments, and writings with respect thereto. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Contract.
- 16.2** The exclusions and limitations set out in these terms and conditions shall prevail at all times and survive any breach or termination of the Contract.
- 16.3** If any provision of this Contract (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force. If any invalid, unenforceable, or illegal provision would be valid, enforceable, or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid, and enforceable.
- 16.4** The parties shall not be entitled to assign or novate the entire Contract or its rights and obligations without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.
- 16.5** No one other than a party to this contract, their successors, and permitted assignees shall have any right to enforce any of its terms.
- 16.6** Nothing in this contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorize either party to make or enter into any commitments for or on behalf of the other party.
- 16.7** A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 16.8** The rights and remedies under this Contract shall be deemed sole and exclusive, in lieu of those otherwise available at law and/or equity.