

# TRAINING COURSE – TERMS & CONDITIONS

Unless otherwise specifically agreed in writing, the following Terms and Conditions applies to any training course (hereinafter the "Service" or "Services") delivered by EIVA A/S, Niels Bohrs Vej 17, 8660 Skanderborg, Denmark (or its affiliates, hereinafter together referred to as "EIVA") to any customer (hereinafter referred to as the "Buyer").

These Terms and Conditions shall apply no matter by which means the Buyer has placed a Service order and shall supersede any conditions stipulated in the Buyer's order or otherwise, except if such conditions are specifically agreed in writing signed by an authorised representative of EIVA. Any confirmed order, accepted offer or any other method of agreeing on the provision of Services between EIVA and Buyer shall herein be referred to as the "Agreement".

No order shall be deemed accepted by EIVA until specifically stated in writing by EIVA or when the Services have been delivered by EIVA to the Buyer, whichever is earlier.

## 1. Extent of Agreement

**1.1** The Agreement covers all parts of the order and supersedes any prior agreements between the parties.

**1.2** Any information given by EIVA in commercials, on EIVA's homepage or in other promotional material, shall only be deemed indicative unless expressly stated in the Agreement.

**1.3** In this Agreement:

**"Confidential Information"** means any information disclosed by one party concerning the business or affairs of that party or its affiliates, including but not limited to information relating to that party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers but excludes confidential information that is already in the public domain other than by breach of a confidentiality agreement between the parties or is already known to the other party without restriction;

**"Course"** means the training course to be provided by EIVA as part of the Services;

**"Order Acceptance"** means the document issued by EIVA confirming acceptance of the Services by EIVA, which may include the details of the Services, Trainee names and dates;

**"Quotation"** means any written details of a specific Course availability and applicable charges and fees provided by EIVA in relation to an enquiry from the Buyer; and

**"Trainee(s)"** means the person(s) receiving the Course and chargeable to the Buyer under this Agreement.

## 2. Services

**2.1** The Services are subject to availability at the time of the Buyer's inquiry or order in EIVA's webshop. No commitment is made as to availability of any Service or to any training course on the Service until confirmed in an Order Acceptance by EIVA.

**2.2** EIVA will use reasonable skill & care to provide the Service in accordance with the Agreement and good industry practice. EIVA's obligation is to provide training in the use of EIVA's products, and EIVA does not undertake to deliver a certain result or solution to the Buyer, notwithstanding any wording in the Agreement that may be construed to state differently.

**2.3** The Service shall be as defined in the Quotation (including the training course description in EIVA's Webshop). The Buyer shall not be entitled to make unilateral changes to any aspect of the Service, except to the extent expressly agreed in writing by EIVA.

**2.4** EIVA shall on its own discretion be entitled to have the Service performed by subcontractors on behalf of EIVA.

## 3. Facilities & Travel Costs

**3.1** If training is conducted outside EIVA's premises/offices, EIVA will arrange travel relative to EIVA personnel.

**3.2** If training is conducted outside EIVA's premises/offices, EIVA will invoice the Buyer all reasonable travel, residence and catering expenses at cost plus a surcharge of 15% to cover general and administrative costs, in accordance with EIVA's standard travel and instructor day rates, for each day (or part thereof) that the instructor spends away from their home base.

**3.3** Where the Service is provided at any venue provided by the Buyer, then the Buyer shall provide suitable facilities and training equipment appropriate for provision of the Services, in accordance with specifications provided by EIVA.

## 4. Delivery & Cancellation

**4.1** Delivery shall be deemed to have taken place when EIVA has performed its Services.

**4.2** Attendance by Buyer/Trainees at a Course and certification of a Trainee by EIVA shall be evidence that the Service has been provided and that the Trainee has attended the Course and demonstrated the required level of fitness and competence of the Trainees to use the knowledge gained.

**4.3** If the Service cannot be delivered as stipulated in the Agreement, EIVA will inform the Buyer in writing without any undue delay. If a delay extends beyond 12 complete weeks, and the delay is not due to force majeure or other reasons for which EIVA is not responsible, the Buyer will be entitled to postpone to new dates agreed to with EIVA or cancel the Agreement as regards any future Services not yet delivered and reclaim any prepayments made for Services not yet delivered.

**4.4** For company specific dedicated training, the right to cancellation set out in clause 4.3 above is Buyer's sole and exclusive remedy for failure to deliver the Service.

**4.5** For seats at open courses, ordered via PO or EIVA's webshop, the following cancellation options apply if EIVA is informed accordingly in due time:

**4.5.1** Cancellations made 21 or more days before the start of the course: the fee is 100% refundable.

**4.5.2** Cancellations made between 7 and 20 days before the start of the course: the fee is 50% refundable.

**4.5.3** Cancellations made less than 7 days before the start of the course: no part of the fee is refundable.

**4.6** Any bank fees related to a refund of payment will be deducted from the refundable amount.

**4.7** Where the Course is by webinar/web-meeting, the Buyer shall be responsible for the availability and suitability of the computer and telecoms technology for receiving the Course. EIVA shall have no responsibility for the quality or failure of internet connectivity.

## 5. Force Majeure

If either party's obligations in the Agreement is prevented by reason of any occurrence or contingency beyond a party's reasonable control, including, but not limited to war, riot, strikes, lock-outs or other serious labour disputes, public confiscation, currency restrictions, Government measures such as import or export prohibition, Act of God, pandemics, failing energy supply, fire, flood, explosion or failure of suppliers due to their force majeure, then that party shall be entitled in the first instance to re-schedule the time for provision of the Services, and where postponement would not be practicable, to cancel any outstanding Services under the Agreement. EIVA shall have no liability in the event of such cancellation or postponement.

## 6. Quality & Changes

**6.1** EIVA does not warrant that the Services are error free or fit for certain purposes, and it is entirely the Buyer's obligation to evaluate whether the Services fulfil the Buyer's needs and ability to operate in connection with Buyer's software, equipment and operational environment.

**6.2** If the Buyer considers the Services delivered to be insufficient, flawed or defective, the Buyer shall submit a claim in writing to

EIVA no later than 30 days of the delivery of the Services, describing the details of the insufficiency, flaws or defects in the Services.

**6.3** If EIVA agrees that the Services are insufficient, flawed or defective, EIVA will to the extent possible rectify the Services within reasonable time. Such rectification work will be charged on a daily basis unless the Parties agree otherwise in writing.

**6.4** Failure to file a claim no later than 30 days of the delivery of the Services will deem the Services accepted by Buyer.

**6.5** EIVA's rectification of insufficient, flawed or defective Services as described above is Buyer's sole remedy in the event of such insufficiency, flaws or defects. Remedial actions will take place where the Services were first delivered. If remedy has been agreed to take place on Buyer's site, all extra costs relative to EIVA personnel, including but not limited to travel expenses, waiting time on site and other time spent, will be invoiced to the Buyer at cost plus a surcharge of 15% to cover general and administrative costs.

#### **7. Limitation of Liability**

**7.1** EIVA shall not have any liability for delays, missing deliveries, insufficiency, flaws or defects except as set out in clause 4 and 6.

**7.2** EIVA shall in no event be liable for loss of profit, loss of earnings, loss of savings, loss or corruption of data or other indirect or consequential losses (including environmental damage) due to delayed delivery or defective or malfunctioning Service, notwithstanding whether or not EIVA has been informed of such potential losses.

**7.3** EIVA's liability for any loss or damage attributable to Services delivered by EIVA - including EIVA's responsibility for the cost of remedying and/or reperforming the Services, and including any liability and cost of fulfilment of obligations under clause 10 (Intellectual property rights) - shall in any event be limited to the lower of 200% of the purchase price for the Service in question and DKK 2.0 million.

**7.4** Each party shall be responsible for its own property and personnel, and shall indemnify and hold harmless the other party against any claims howsoever arising regarding any damage to the other party's property or personal injury or death, except where such property damage, injury or death has occurred as a result of the defaulting party's gross negligence or wilful misconduct.

#### **8. Price and Payment**

**8.1** The prices stated in the Agreement are except applicable VAT and other taxes and duties. All prices are once a year adjusted according to the Danish retail price index.

**8.2** Service will unless otherwise specifically listed in the quotation, order confirmation or in the webshop product description or otherwise agreed in writing be invoiced based on days spent.

**8.3** Unless the Service has been purchased on EIVA's webshop and paid by credit card at the time of purchase, payment is to be made by bank transfer according to the invoice forwarded by EIVA in connection with the Services.

**8.4** All payments shall be received by EIVA within 30 days after the date of invoice. All costs of payment are for the Buyer's account. Late payments will be subject to interest in accordance with the provisions of the Danish Interest Act (renteloven).

**8.5** If specifically requested by EIVA, the Buyer must before delivery of the Services initiate supply EIVA with a bank guarantee or "Confirmed Letter of Credit" for a certain amount against a first class bank reasonably acceptable to EIVA.

**8.6** If the Buyer fails to fulfil the terms of payment, EIVA is entitled to cancel the Agreement immediately, and to claim damages against the Buyer for both losses incurred, including loss of profits, and any legal expenses required.

**8.7** The Buyer shall not be entitled to retain any payment or set off any payment against any alleged outstanding claim against EIVA unless such claim has been approved by EIVA or confirmed by the applicable courts, see clause 13.

#### **9. Buyer's Responsibility & Default**

**9.1** If delivery of the Services is prevented or delayed for reasons attributable to the Buyer, EIVA shall not be liable for further delays due to lack of availability to deliver the Services.

**9.2** EIVA reserves the right to claim damages for any loss including loss of profit incurred by the Buyer's inability to take

delivery of the Services such as payment for inevitable waiting time.

**9.3** Buyer acknowledges that the Services (or part thereof) may be provided aboard a vessel, above or under water, and Buyer expressly agrees to bear full responsibility for the wellbeing of the Trainees, including ensuring that each Trainee is of suitable health, physical fitness and professional knowledge, skill and competence to be present on and carry out activities aboard a vessel and in the environment that the Services will be provided.

#### **10. Confidentiality & Intellectual Property Rights**

**10.1** Unless expressly granted, no intellectual property rights are transferred from one party to the other under this Agreement. EIVA and the Buyer respectively hereby reserve all their rights.

**10.2** Any third party claims contending that EIVA's Services on a stand-alone basis infringe third parties' intellectual property rights, will be settled or defended by EIVA, and EIVA will pay defence costs, settlement amounts and court-awarded damages, on the condition that Buyer i) promptly provides written notice to EIVA, ii) cooperates with EIVA and follows the instructions given by EIVA in the defence or settlement of the claim, and iii) grants EIVA total and sole control of the defence and potential settlement of the claim.

**10.3** Should a third party claim be raised or in case that EIVA finds such a claim likely to be raised, EIVA is entitled to terminate the Agreement with immediate effect and repay any prepayments made for Services not delivered.

**10.4** EIVA will not be liable in any way for claim of infringement arising from i) EIVA delivering Services in compliance with a third party's or the Buyer's instructions, specifications, or technical information, ii) Buyer's use of the Services with products that are not delivered by EIVA, or iii) Buyer's non-conformities in any way in regards to specifications provided by EIVA.

**10.5** EIVA shall not have any further liability in the event of an (alleged) infringement of third party rights than as described in this clause 10.

**10.6** Each party undertakes that it shall not at any time during the Agreement and for 5 years after termination, disclose to any person or use the Confidential Information of the other party, except as permitted by this clause 10.6. Each party may disclose the other party's Confidential Information (i) to its officers, employees, advisers and affiliates who need to know such information for the purposes of carrying out that party's obligations under the Agreement; (ii) with the disclosing party's prior written agreement; or (iii) as may be mandated by law or other competent authority. All disclosure shall be subject to compliance with confidentiality obligations similar to those set out hereunder, and no other rights or licenses are granted by the disclosing party to the receiving party merely by reason of disclosure of Confidential Information under this Agreement.

#### **11. Severability**

If any provision(s) of these conditions is/are finally determined to be invalid or unenforceable, the balance of these conditions shall remain in effect. In this case the provision(s) must be replaced by such valid and enforceable provision(s) as will come as close to the purpose and legal position of the invalid or unenforceable provision(s) as possible.

#### **12. Assignment**

EIVA shall be entitled to assign all rights and obligations under the Agreement to any third party provided that existing obligations are being carried out as agreed with Buyer

#### **13. Disagreements**

**13.1** Any dispute or claim arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of Denmark except for Danish choice of law rules.

**13.2** Any dispute arising out of or in connection with this Agreement shall be settled by the Maritime and Commercial Court of Copenhagen (Sø- og Handelsretten) as the court of first instance. However, if the Buyer is a company registered in Denmark - or if the Maritime and Commercial Court of Copenhagen (Sø- og Handelsretten) cannot be chosen as venue - any dispute arising out of or in connection with this Agreement shall be settled by the District Court in Aarhus, Denmark, as the court of first instance.

**14. Termination**

Either party shall be entitled to terminate this Agreement by giving written notice to the other party in the event that the other party is in material breach of the Agreement, where such breach is not remedied within 14 days of the written notice.