

## **TRAINING PROGRAM TERMS AND CONDITIONS**

### **TERMS AND CONDITIONS:**

1. Terms. The terms (the "Terms") set forth here in govern the provision of the training services (the "Training Services") provided by [authorized distributor] (collectively, "Distributor") to the user or recipient of the Training Services (individually and collectively the "User"). Any User response to, or confirmation of, these Terms which states different or additional terms is specifically rejected unless specifically agreed to in writing by Distributor. Distributor's failure to object to provisions contained in any communication from User will not be deemed a waiver of the Terms contained herein.

### 2. Warranty.

(a) The Training Services shall be performed in a professional and workmanlike manner. The User's remedies shall be limited to a refund of the fees paid for such Training Services.

(b) IT IS EXPRESSLY AGREED THAT THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

### 3. Release of Claims.

User hereby waives, releases, and relinquishes any and all claims for liability and causes of action, including, but not limited to, personal injury, property damage or wrongful death, arising out of participation in the Training Services or activities incidental thereto, whenever or however they occur, regardless of fault. User acknowledges, understands and assumes all risks relating to the User's participation in the Training Services, and understands that the Training Services involve risks.

### 4. Intellectual Property.

All intellectual property contained in the training material is delivered to the User as part of the Training Services shall remain the exclusive property of Swagelok Company and may not be disclosed to or relied upon by any third party unless approved in writing by Swagelok Company. Distributor hereby grants User a limited, non-exclusive, revocable license to use the training materials solely for User's internal business use.

### 5. Choice of Law and Venue.

The laws of the State of Ohio, USA shall govern and be used to construe the Terms and any claims or disputes related to these Terms or the Training Services. Such laws shall exclude conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods. All actions or proceedings under or relating to this Agreement shall be resolved in a state, or federal Northern District of Ohio court located in that jurisdiction; provided, however, that in Distributor's discretion such an action may be heard in some other place designated by Distributor if necessary to acquire jurisdiction over third parties to consolidate the dispute into one action. User hereby agrees to appear in any such action, consents to the jurisdiction of such courts, and waives any objections it might have as to venue in any such court.

6. NO WARRANTY OF APPLICABILITY FOR OWNER'S PURPOSE. SWAGELOK® TRAINING PROGRAM AND ITS CONTENT AND MATERIALS ARE PROVIDED ON AN "AS IS" BASIS. SWAGELOK COMPANY AND ITS AUTHORIZED DISTRIBUTORS DO NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THE SWAGELOK® TRAINING, THE WEB SITE HOSTING THE TRAINING OR THE TRAINING CONTENTS IS ACCURATE OR COMPLETE FOR OWNER'S PURPOSE OR APPLICATION.



7. EXCLUSION OF INDIRECT DAMAGES. NEITHER DISTRIBUTOR NOR OWNER, OR THEIR RESPECTIVE AFFILIATES, OR ASSIGNEES, NOR ANY OF THE RESPECTIVE DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, OR SUPPLIERS THEREOF, SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL LOSS OR DAMAGE ARISING IN ANY WAY OUT OF THE PERFORMANCE OF THE SWAGELOK® TRAINING, WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT OR OTHERWISE, INCLUDING WITHOUT LIMITATION FOR ANY LOSS OF REVENUE OR PROFITS, ANTICIPATED SAVINGS, GOODWILL OR INJURY TO REPUTATION, BUSINESS OPPORTUNITY, CORRUPTION TO DATA, USE OR OPPORTUNITY, FINANCING OR BONDING CAPACITY, LOSS OF PRODUCT OR PRODUCTION, OR BUSINESS INTERRUPTIONS.

8. LIMITATION OF LIABILITY.

THE AGGREGATE LIABILITY OF DISTRIBUTOR AND ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES, FOR ALL CLAIMS, LOSSE EXPENSES, LIABILITIES, DAMAGES, AND OTHER COSTS ARISING IN ANY WAY OUT OF THE PROJECT OR THE PERFORMANCE OF THE SWAGELOK® TRAINING SHALL NOT EXCEED ONE HUNDRED PERCENT (100%) OF THE FEES OR COMPENSATION PAID, OR TO BE PAID, BY OWNER TO DISTRIBUTOR FOR THE SWAGELOK® TRAINING.

9. IN THE EVENT OF ANY DISCREPANCY BETWEEN THE ORIGINAL ENGLISH VERSION OF THIS AGREEMENT AND ANY TRANSLATION, THEN THE ENGLISH VERSION WILL PREVAIL.