

IQ – INDUSTRY QUALIFICATION GENERAL TERMS AND CONDITIONS FOR CUSTOMER TRAINING

These terms and conditions for customer training (hereinafter referred to as “Terms and Conditions”) apply to and form an integral part of all contracts about training courses sold or provided by **HOERBIGER Wien GmbH**, whose registered office is situated at Seestadtstraße 25, 1220 Vienna (hereinafter referred to as “HOERBIGER”).

Services sold or provided by HOERBIGER include but are not limited to the following training courses:

- Single online trainings as per “menu – online training catalogue”
- HOERBIGER Knowledge Sessions (in person)
- HOERBIGER Overhaul School (in person)
- HOERBIGER Training Academy (in person)

as available on the HOERBIGER IQ – Industry Qualification Website.

By purchasing a HOERBIGER training course, the Customer agrees to these Terms and Conditions. Deviating terms and conditions shall not apply, unless specifically agreed in writing.

Provisions in individual Agreements concluded with the customer and in special terms and conditions take precedence over these Terms and Conditions.

1. DEFINITIONS

The following terms when capitalized in this Agreement shall have the meaning assigned to them hereunder:

- 1.1. **“Acceptance”** means Customer’s declaration of acceptance as per Clause 3.2.
- 1.2. **“Agreement”** means any contract formed through Order accepted by Confirmation and through any Offer accepted by Acceptance and includes these Terms and Conditions.
- 1.3. **“Certificate”** means either an attendance certificate or a technical diploma as per Clause 6.
- 1.4. **“Confirmation”** means HOERBIGER’s declaration of confirmation as per Clause 3.1.
- 1.5. **“Course Materials”** means the information provided by HOERBIGER to accompany a Training Course provided as part of the Services in hard copy or electronic form.
- 1.6. **“Consumer”** means any natural person who purchases any of the HOERBIGER Courses for purposes that are predominantly outside their trade, business, craft or profession and any person who is defined as a Consumer under the Austrian Consumer Protection Law or the Directive 2011/83/EU.
- 1.7. **“Customer”** means any individual, corporation, company, or other legal entity, which purchases or takes part in a HOERBIGER training course as specified under this Agreement, either personally or through representatives.
- 1.8. **“Data Protection Laws”** means all applicable laws and regulations that apply to this Agreement including but not limited to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation (“GDPR”).
- 1.9. **“Fees”** mean the fees paid by the Customer to HOERBIGER for the provided Services.

- 1.10. **“Intellectual Property Rights”** means copyright, rights in or relating to databases, patent rights, performers’ rights, designs and registered designs, trademarks, rights in or relating to Confidential Information and other intellectual property rights (registered or unregistered) throughout the world.
- 1.11. **“Invitation-to-Bid”** means the non-binding request of a Customer for an Offer as per Clause 3.2.
- 1.12. **“Offer”** means HOERBIGER’s binding offer as per Clause 3.2.
- 1.13. **“Online Course”** means the performance of Services remotely through video call (eg MS Teams) as a webinar or made available on the HOERBIGER Website.
- 1.14. **“Order”** means the Customer’s binding Training Course booking request as per Clause 3.1.
- 1.15. **“Services”** means the provision of theoretical and technical training, including provision of accompanying Course Material and Training Equipment through Online Course and/or the Taught Course as purchased by the Customer.
- 1.16. **“Taught Course”** means a course taught by HOERBIGER in a classroom setting where personal attendance is required.
- 1.17. **“Training Brochure”** means the IQ (industry qualification) brochure that can be found and downloaded via the HOERBIGER Website. It is made available for advertising HOERBIGER Services only.
- 1.18. **“Training Course”** means each and any training course mentioned in the preamble of these Terms and Conditions and all further training courses that HOERBIGER makes available on his Website in the IQ – Individual Qualification section.
- 1.19. **“Training Equipment”** means all technical equipment provided to serve in the HOERBIGER Training Courses and accessible to the participants at any one point of the course or for the duration of the courses including but not limited to training compressors.
- 1.20. **“Website”** means <https://www.hoerbiger.com/en/products-and-services/reciprocating-compressor-service/industry-qualification.html>

2. PROVISION OF HOERBIGER SERVICES

- 2.1. HOERBIGER shall perform the Services for the Customer in accordance with these Terms and Conditions.
- 2.2. HOERBIGER shall perform the Services utilizing such resources and employees as HOERBIGER in its sole discretion deems appropriate. Without limiting the generality of the foregoing, HOERBIGER may permit any Subsidiaries of HOERBIGER to fulfil or perform any requirements of this agreement in place of or in addition to HOERBIGER, including without limitation the exchange of Confidential Information with the Customer, provided that HOERBIGER shall be liable to the customer for the acts and omissions of such Subsidiaries to the same extent as if HOERBIGER had committed such acts and omissions itself.
- 2.3. HOERBIGER shall perform the Services with reasonable care and skill and in accordance with the description set out on the Website. HOERBIGER shall perform the Services to the latest level of knowledge and science, relating to the moment that registration for the respective Training Course is made available on the Website. HOERBIGER does not make any explicit or implicit warranty or guarantee whatsoever that the knowledge and information gained through a HOERBIGER course remains relevant, useful or up to date after the course has taken place.

- 2.4. HOERBIGER reserves the right to vary or withdraw any of the Services described on the Website without notice. If a Service is withdrawn or reduced in such a way after it has been purchased by the Customer, HOERBIGER will grant a partial or full refund, proportionate to the reduction of the Service. Notwithstanding these provisions of clause 2.4., HOERBIGER assumes no further liability.
- 2.5. The provisions of clause 2.4. do not apply in cases where the Customer is a Consumer. In such a case HOERBIGER reserves the right to vary any of the Services described on the Website without notice, provided that the variation of Services is justified and limited to a reasonable extent. If a Service is changed or reduced in such a way after it has been purchased by the Customer, HOERBIGER will grant a refund proportionate to the reduction of the Service. Notwithstanding these provisions of clause 2.5., HOERBIGER assumes no further liability.
- 2.6. A description of the Training Courses and Services, including course dates and deliverables, can be found on the HOERBIGER Website.
- 2.7. HOERBIGER does not make any explicit or implicit warranty or guarantee whatsoever as to whether the Services serve any Customer purpose, achieve any Customer intended result and/or whether the Services are useable for the Customer.

3. ORDERING SERVICES

- 3.1. Customer can book one or several Training Courses by filling out and submitting the HOERBIGER training registration form found in the Training Brochure or through other modes of contact found on the HOERBIGER website, conclusively naming the Training Course they wish to purchase. Where prices are conclusively listed on the Website, Training Brochure or made available to the Customer in any other form, any such request shall constitute a binding Order (the “**Order**”). An Agreement is formed upon HOERBIGER’s written confirmation (the “**Confirmation**”).
- 3.2. A request in accordance with the provisions of clause 3.1 shall not constitute a binding Order where prices are not listed on the Website or Training Brochure or made available to the Customer in any other form. In such a case, a request in accordance with the provisions of clause 3.1 shall constitute a non-binding invitation to bid by the Customer (the “**Invitation-to-bid**”). In return HOERBIGER will give Customer the price and further details in his binding offer to the Customer (the “**Offer**”). An Agreement is formed upon HOERBIGER’s receipt of Customers acceptance of the Offer (the “**Acceptance**”).
- 3.3. Customer’s Order or Invitation-to-bid is subject to these Terms and Conditions only. Any requested amendment must be made in the Order or Invitation-to-bid explicitly stating that such amendment is in deviation to the Terms and Conditions and must be agreed with HOERBIGER in writing.
- 3.4. HOERBIGER reserves the right to cancel or decline a Customer’s Order or any part of the Customer’s Order at any time until it has been confirmed in accordance with clause 3.1.
- 3.5. Where the Customer’s Order consists of multiple Online Courses or multiple Taught Courses, each individual course Order will be treated by HOERBIGER as a separate Order. Acceptance of the Customer’s Order to buy one or more Training Courses does not mean that HOERBIGER accepts Customer’s Order to purchase any further Training Course. Customer is aware that attendance to Training Courses can be restricted to a maximum number of participants and that HOERBIGER’s decision to confirm Orders depends in particular on availability of available places.
- 3.6. HOERBIGER does not give any guarantee, warranty or any further assurance whatsoever that the completion of any of the HOERBIGER Training Courses will constitute adequate

preparation for any examinations or qualifications provided by external sources that may be undertaken by the Customer at any point after the completion of the Training Course.

4. CANCELLATION AND VARIATION

- 4.1. Customer may cancel the Agreement for convenience in writing within 14 calendar days from the date the Agreement is formed, provided Customer has not yet used or started to use the ordered HOERBIGER Services.
- 4.2. HOERBIGER will refund Customer the Fee within 1 month from the receipt of the cancellation for all Agreements rightly cancelled for convenience.
- 4.3. The Customer may rebook a Course to a later date, provided that a later date is available and HOERBIGER receives notice in writing at least 14 calendar days before the start of the Course. Any later requests to rebook of the Customer are subject to an agreement with HOERBIGER and subject to HOERBIGER receiving written notice at least seven calendar days before the start of the course.
- 4.4. Notwithstanding clause 4.1. and to the extent permitted by law Agreements cannot be terminated by Customer.

5. HEALTH, SAFETY, SECURITY & ENVIRONMENT

- 5.1. HOERBIGER shall provide the necessary safety instructions and maintain a safe Course environment in accordance with international industry practice. Where HOERBIGER fails to provide such an environment due to gross negligence or intent, HOERBIGER shall hold the Customer free from any damages that arise from this.
- 5.2. The Customer shall follow any safety instructions that are given by HOERBIGER at any point during the courses or in preparation of the same or that may be provided on the Website or Training Brochure. All safety instructions are applicable from the moment they are given and shall be followed immediately and without hesitation.
- 5.3. Where safety instructions are not expressly given, the Customer shall proceed with due diligence and take appropriate care in handling and operating the Training Equipment provided by HOERBIGER.
- 5.4. The Customer agrees that they will not access or operate on Training Equipment or other technical equipment without express permission of HOERBIGER. When accessing or operating technical equipment with express permission of HOERBIGER, the Customer may not exceed the limits of the permission and must not use the Training Equipment in any way other than what has been expressly permitted by HOERBIGER.
- 5.5. HOERBIGER will provide the Customer with necessary safety equipment or safety equipment prescribed by local authorities such as, but not limited to, safety shoes, glasses and gloves.
- 5.6. The Customer will not carry out or continue any actions that may cause harm or damage to any of the Training Equipment, other participants or themselves.
- 5.7. Where Customer does not adhere to HOERBIGER's safety instructions HOERBIGER reserves the right to remove Customer from the Training Course without further notice in cases where this seems reasonable and appropriate to the Customers transgression. All damages and consequences from Customer's non-compliance with HOERBIGER safety instructions shall be Customer's sole responsibility and Customer will hold HOERBIGER free from any such damage and consequences.

6. CERTIFICATIONS

- 6.1. HOERBIGER will issue to Customer either an “attendance certificate” or a “technical diploma” if Customer meets the required criteria.
- 6.2. Where HOERBIGER offers a final exam and Customer manages to fulfill the requirements for passing the final exam, HOERBIGER will issue a “technical diploma”. It is issued by HOERBIGER and testament to the fact that the Customer attended HOERBIGER’s Training Course and managed to pass a written test on the coursework as per the technical diploma.
- 6.3. HOERBIGER does not give any guarantee, warranty or any further assurance whatsoever with regard to the Certificates unless explicitly given in writing. In particular no claim is made with regard to any useability of the Certificate / Training Course with regard to advancement of career and/or acceptance by any third party.
- 6.4. As far as a certificate of attendance is acquired, the same only constitutes an affirmation of attendance of the HOERBIGER Course by the Customer and does not pertain to a certain exam result or include any assessment whatsoever as to the qualification of the Customer.

7. FEES, TAXES AND PAYMENT

- 7.1. The Fees for the Services shall be as per the information provided by HOERBIGER on the Website or Training Brochure or given directly to the Customer following an Invitation-to-Bid made by the Customer and net of all taxes.
- 7.2. In consideration of HOERBIGER performing the HOERBIGER Services for and delivering the Services to Customer pursuant to the specific Agreement, Fees shall become due within 30 calendar days from the receipt of HOERBIGER’s invoice.
- 7.3. The Fees for the Services do not include costs for travel, accommodation and subsistence when visiting HOERBIGER’S premises in order to attend a Taught Course. Unless agreed differently in writing the Customer shall be solely responsible for all expenses incurred for travel, accommodation and subsistence.

8. INTELLECTUAL PROPERTY OWNERSHIP AND LICENSING

- 8.1. All Intellectual Property Rights in the Course Materials, Online Courses and the speeches made by trainers during Services are, and remain, the intellectual property of HOERBIGER or its licensors, whether adapted, written for or customized for the Customer or not.
- 8.2. The Customer is not authorized to:
 - (a) copy, modify, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit or distribute any of the Course Materials without prior written permission of HOERBIGER;
 - (b) record on video or audio tape, relay by videophone or other means the Online Course or Taught Course given
 - (c) use the Course Materials in the provision of any other course or training whether given by us or any third party trainer;
 - (d) remove any copyright or other notice of HOERBIGER on the Course Materials;
 - (e) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Online Courses.

- 8.3. Breach by the Customer of this Clause 8 shall allow HOERBIGER to immediately terminate the Agreement for cause, cease to provide Services and claim damages.
- 8.4. In consideration of the Fees paid by the Customer, HOERBIGER grants the Customer a personal, limited, non-transferable, non-exclusive license to use the Course Materials and the software in respect of the Online Course for the sole purpose of completing the Online Course and / or attending the Taught Course.
- 8.5. HOERBIGER warrants to Customer, that to HOERBIGER's knowledge, the HOERBIGER Services do not infringe any third-party intellectual property rights.

9. LIMITED WARRANTY AND LIMITATION OF LIABILITY

- 9.1. HOERBIGER shall perform the HOERBIGER Services for Customer to the best of its skill and care and aim to provide the Services according to international industry standards, however neither HOERBIGER nor its trainers accept any liability for (i) any inaccuracy or misleading information provided in the Training Course description or Course Materials and any reliance by Customer on any such information, (ii) any loss or corruption of data, (iii) any loss of profit, revenue or goodwill, or (iv) any indirect, special or consequential loss arising from any breach of the terms of this Agreement.
- 9.2. Except in respect of any breach of the provisions of Clause 5 (HSSE), Clause 8 (Intellectual Property Ownership and Licensing) and to the extent permitted by law in no event shall either party be liable under this agreement for any indirect, special, incidental or consequential damages whether such damages are alleged as a result of tortious conduct or breach of contract or otherwise even if the other party has been advised of the possibility of such damages. Such damages shall include but shall not be limited to loss of goodwill or loss of profits.
- 9.3. Notwithstanding anything to the contrary contained in this agreement and to the extent permitted by law, the maximum liability of HOERBIGER to Customer in aggregate for all claims made against HOERBIGER in contract, tort or otherwise shall not exceed the total of sums paid by Customer to HOERBIGER in respect of all purchased Services.
- 9.4. HOERBIGER shall not be liable to the Customer for any breach of its obligations or termination under these terms and conditions arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes and other Acts of God, terrorism, strikes, delay caused by transport disputes, failure to provide a course caused by a death in the trainer's family, illness of the trainer, Government edict or regulation.

10. TERMINATION

- 10.1. HOERBIGER shall be entitled to terminate the Agreement for material reason and cease to provide the Customer with any Services with immediate effect in the event of:
 - (a) failure to pay due Fees;
 - (b) unacceptable behavior during the Training Course, i.e. behaving in an aggressive, bullying, offensive, threatening or harassing manner towards any employee of HOERBIGER, any teacher or lecturer who provides the Taught Courses or any student who attends any Taught Course;
 - (c) cheating or plagiarizing of any work which the Customer is required to prepare or submit in connection with the Services or during any examination taken in connection with the Services;

- (d) theft or acts in fraudulent or deceitful manner of the Customer towards HOERBIGER or its employees or any other student who may be on HOERBIGER's premises or attending our Taught Courses;
 - (e) intentional or reckless damages by the Customer of the HOERBIGER property or the property of its employees or other students attending a Training Course;
 - (f) intoxication through alcohol or illegal drugs while on the HOERBIGER premises;
 - (g) criminal offences perpetrated by the Customer on the HOERBIGER premises or where the victim is HOERBIGER's employee or student;
 - (h) breach of these terms and conditions.
- 10.2. On termination Clause 5 (HSSE), Clause 8 (Intellectual Property Ownership and Licensing), 11 (Data Protection) and 12 (Law and Jurisdiction) shall continue notwithstanding such termination.

11. DATA PROTECTION

- 11.1. The nature of the Services provided by HOERBIGER means that HOERBIGER will obtain, use and disclose (together "Use") certain information about the Customer ("Data"). This statement sets out the principles governing our Use of Data. By purchasing the Services the Customer agrees to this Use.
- 11.2. When the Customer registers with HOERBIGER they will need to provide certain Data such as their contact details. HOERBIGER will store this Data and use it to contact the Customer, provide them with details of the Services they have purchased and otherwise as required during the normal provision of the course. HOERBIGER will not pass any personal data onto anyone outside of HOERBIGER.
- 11.3. To enable us to monitor and improve our Services, we gather certain aggregated information about you, including details of your operating system, browser version, domain name and IP address, the URL you came from and go to and the parts of the Website you visit.
- 11.4. HOERBIGER endeavors to take all reasonable steps to protect the Customers personal Data including the use of encryption technology but cannot guarantee the security of any Data you disclose. The measures taken shall comply with applicable Data Protection Laws. The Customer accepts the inherent security implications of being and transacting on-line over the internet and will not hold us responsible for any breach of security.
- 11.5. HOERBIGER may supplement the information that the Customer provides with information we receive from third parties, such as exam registration bodies or your employer.
- 11.6. If the Customer wishes to change, update or delete the data we hold about them, the Customer may contact HOERBIGER via the modes of contact found on our [Website](#).

12. LAW AND JURISDICTION

- 12.1. This Agreement is subject to Austrian law excluding the rules of international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The Parties submit to the exclusive jurisdiction of the Austrian courts in connection with any dispute hereunder.
- 12.2. Customers who are Consumers may also use the European Commission's platform for [Online Dispute Resolution](#) to resolve any conflicts arising from these terms and conditions.