SIEMENS

General Terms and Conditions

for training sessions provided by Siemens Mobility Ltd (Version 01.2018)

1. Basis of the contract

Exclusively these General Terms and Conditions apply for providing training services by Siemens Mobility Ltd (hereinafter, "Siemens Mobility") unless expressly agreed otherwise with the customer in writing in the offer, the order confirmation or the contract. The customer acknowledges these General Terms and Conditions when the order is issued, but at the latest when starting the course.

2. Courses

Siemens Mobility will carry out the booked event in accordance with the description in the course program, the offer, the order confirmation or the contract. However, the right is reserved with regard to changes in the content, moving the location and the date as well as changing the trainer. Siemens Mobility can especially further develop a course or adapt it to the current state of the art in technology without prior announcement. This can result in deviations from the course description in individual situations.

2.1 Courses for group registration

All courses designated in the course price list as "price per group" apply for a closed group of participants. If the same customer (= delivery address) registers more than one group for the same course, the customer can benefit from scaled prices. The number of participants is limited for each course. The maximum number of participants can be found in the course description. The dates for courses will be agreed between Siemens Mobility and the customer. In order to be able to assure that the course is conducted on the date desired by the customer, Siemens Mobility requires the written order from the customer at least 3 months prior to the agreed date for the course unless agreed otherwise.

2.2 Courses for individual registration

All courses designated in the course price list with "price per person" can be booked for individual participants. Unless stated otherwise in the course description, Siemens Mobility will conduct these courses in the own premises or in rented premises. The number of participants in each course is generally limited. The respective maximum number of participants can be found in the course description. Siemens Mobility will use its efforts to offer an alternative date for any additional registrations above the limits.

3. Cancellations and rescheduling

3.1 Cancellation of a date by Siemens Mobility

Siemens Mobility can cancel a date at any time due to illness of a trainer or for other serious reasons. In the case of courses with individual registration, the course can be cancelled also based on not reaching the minimum number of participants. Siemens Mobility will try to offer an alternative before exercising its right of withdrawal, in any event; i.e. Siemens Mobility will try to book the individual participant for another date or course location in consultation with the customer and the relevant participant, and Siemens Mobility will also try to agree on a new date in the case of group registrations. The customer has the right in this situation, at the election of the customer, to either rebook the course for a new date or waive a new date and cancel the registration free of charge. There are no further claims.

3.2 Cancellations, rescheduling by the customer

A cancellation by the entire group (group registration) or individual participants (individual registration) is free of charge, subject to the reservation in the following paragraph, if the cancellation is received at Siemens Mobility in writing by no later than 14 calendar days prior to the beginning of the confirmed course date. In the case of late cancellations, not appearing at a course or breaking off a course early, Siemens Mobility reserves the right to invoice the full amount of the fee for the course.

In the case of a timely cancellation, the customer may be invoiced for incurred expenses for preparing the course, such as producing and/or translating course documents specifically for the customer as well as adapting the infrastructure as well as any incurred hotel cancellation costs with regard to the cancelled course or deregistered participants, but this will only occur to the extent the corresponding expenses cannot be applied for an immediately agreed replacement course date or replacement participant of the customer.

3.3 Cancellations of courses conducted by third parties

In individual situations in the case of courses which are conducted by other training providers on behalf of Siemens Mobility, other cancellation deadlines and cancellation fees apply. Siemens Mobility will inform the customer about this at the time of registration and reserves the right in this situation to pass on the cancellation costs which go beyond the expenses set forth in Clause 3.2 to the customer which has cancelled the course.

4. Services

4.1 Basis for the course price

All prices are in Swiss francs and will be increased by value added tax. The prices are charged on the assumption that a course is deducted at the location of Siemens Mobility. Unless agreed otherwise, the following services are included in the price for the course:

- Conduct of the course in the German language

- A set of course documentation in the German language for each participant (product and equipment documentation are not part of the course documentation)

- The use of technical equipment and simulation equipment during the course

- Course confirmation

- Room for the course

If a course is conducted outside the location of Siemens Mobility, especially the following services are not included:

- Rent for the room for the course

- Travel expenses as well as any lodging costs for the person conducting the course

Costs for travel, lodging and meals, lunch, transfers for the participants are never included in the price of the course.

4.2. Services provided by the customer when the course is conducted on site

Training sessions with a theoretical section should take place in a course room with windows and sufficient space for tables and chairs in accordance with the number of participants. The following infrastructure must be provided: screen and an

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additional work space such as a flip chart, pin wall or whiteboard.

Overhead projector and beamer can be provided by us upon prior coordination. Organization of the meals during breaks and for lunch. We recommend providing drinking water for the participants and the course instructor during the course.

In the case of training sessions with a practical section on the equipment, in the vehicle or the device, the safety precautions must be observed and complied with. In addition, the access, readiness for operations and the working materials must be secured or provided by the customer for the day of the course; otherwise, it is possible that the training cannot be carried out or can only be partially carried out on the date of the course.

4.3 Languages

Upon request, course documents can be translated into other languages. Siemens Mobility will provide a professional, simultaneous translator for group registrations upon request. The price for oral and written translations will be offered separately.

5. Terms of payment

Unless agreed otherwise, the invoices are due immediately and must be paid no later than on the 30th day after the date of the invoice without any deduction for prompt payment and without any other deduction. The payments must be made to one of the accounts of Siemens Mobility at the banks set forth in the invoices. The payment is deemed to have been made when the due amount is credited to one of these accounts in Swiss francs and Siemens Mobility can freely dispose of the amount.

A set-off with counterclaims is not permissible.

If the customer does not comply with the agreed dates for payment, the customer will be in default without any reminder being required and must pay default interest at an annual rate of 8% starting on the 31st day after the date of the invoice.

6. Data protection, disclosure of the business relationship and data and information

The Customer agrees that Siemens Mobility can store the customer's contact information, including name, telephone number and email address as well as the names of the participants. This information will be processed and used exclusively in the context of the existing business relationship.

The customer further declares its agreement that all statements and information required for or resulting from the business relationships, especially contract documents and records as well as all data and information needed for performance of the contractual obligations related to and concerning the customer and the participants can also be stored outside Switzerland. All these statements and information can furthermore be disclosed and provided for corresponding processing especially for rendering performance, complying with legal requirements or for the internal auditing and/or supervisory purposes at Siemens Mobility in both Siemens AG and also its affiliated enterprises; this always is subject to compliance with all respectively applicable data protection laws.

7. Copyrights

The provided instruction materials are restricted to the individual person. The documents or parts of the documents cannot be reproduced, printed again, translated or passed on to third persons. Documents cannot be reproduced, electronically processed, disseminated or disclosed internally or externally in any form whatsoever, also not for purposes of structuring instruction, without the written approval of Siemens Mobility. The documents also include all electronic instructional products and learning systems made available to the participants.

The software provided by Siemens Mobility for training purposes cannot be removed or completely or partially copied or rendered useable in any other manner which has not been approved.

The copyrights referred to in Section 7 also apply in the event that documents of third parties are used.

8. Provisions on safety and accident prevention

The customer is responsible for the participants complying with the rules on safety, order and accident prevention that apply at the location of the course which the participants are informed about.

9. Duties of the customer

The customer is required to report complaints without undue delay so that the complaints can be immediately remedied. In addition to direct reporting, Siemens Mobility offers feedback forms in the courses as a means for submitting complaints.

If the use of hardware and software products is provided to the participant in the course, the operating instructions and/or the instructions/handbooks that are also delivered must be complied with.

Data media brought to the course by the participants cannot be used on the computers of Siemens Mobility.

10. General reservation clause

The performance of the contract by Siemens Mobility is subject to the reservation that there are no hindrances to performance resulting on the basis of national or international provisions in foreign trade law and that no embargos and/or other sanctions stand in the way of performance.

11. Liability

Claims of the customer other than those expressly mentioned in these General Terms and Conditions, regardless of the legal basis for the claims, especially all claims for damages, reduction of compensation, cancellation of the contract or withdrawal from the contract, which are not expressly mentioned are excluded. Under no circumstances does the customer have any claims for damages that might result from viruses on copied data files and also not for any advice that is issued or for the use of knowledge that has been acquired.

Siemens Mobility is not liable for personal possessions of the course participants.

This exclusion of liability does not apply in the event of grossly negligent or intentional misconduct or to the extent mandatory law stands in the way of the exclusion.

12. Applicable law, jurisdiction

This contract is subject to Swiss substantive law.

Jurisdiction for the customer and Siemens Mobility is Zurich. However, Siemens Mobility is entitled to file an action against the customer also at the customer's domicile/registered office.

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