

Swagelok Terms and Conditions For Training Services



1. TERMS

The terms (the "Terms") set forth herein govern the provision of the training services (the "Training Services") provided by Swagelok Company or its subsidiaries and any Swagelok Authorized Distributor (collectively, "Swagelok") 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 Swagelok. Swagelok'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. LIMITATION OF LIABILITY

IN NO EVENT, REGARDLESS OF CAUSE, SHALL SWAGELOK ASSUME RESPONSIBILITY OR BE LIABLE FOR: (a) PENALTIES OR PENALTY CLAUSES OF ANY DESCRIPTION, (b) TO THE EXTENT PERMITTED BY LAW, INDEMNIFICATION OF USER OR OTHERS FOR COSTS, DAMAGES, OR EXPENSES EACH ARISING OUT OF OR RELATED TO THE TRAINING SERVICES PROVIDED, (c) CERTIFICATION, UNLESS OTHERWISE SPECIFICALLY PROVIDED FOR IN WRITING BY SWAGELOK, OR (d) INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCE, INCLUDING ANY LOST PROFITS, BUSINESS INTERRUPTION, OR OTHER DAMAGES. IN NO EVENT SHALL SWAGELOK LIABILITY EXCEED THE PURCHASE PRICE FOR THE TRAINING SERVICES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE. THE FOREGOING WARRANTY AND LIMITATION OF LIABILITY STATES USER'S ENTIRE AND EXCLUSIVE LIABILITY AND SOLE REMEDY.

4. 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, regard-

less of fault. User acknowledges, understands and assumes all risks relating to User's participation the Training Services, and understands that the Training Services involve risks including, but not limited to, death or bodily injury.

5. INTELLECTUAL PROPERTY.

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

6. CHOICE OF LAW AND VENUE.

The laws of the State of Ohio, USA shall govern and be used to construe 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 Swagelok's discretion such an action may be heard in some other place designated by Swagelok 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.

7. EXCLUSIVE TERMS AND CONDITIONS.

It is expressly agreed that these Terms contain the complete agreement between User and Swagelok, and no agreement or other understanding purporting to modify them shall be binding upon Swagelok without Swagelok's written consent.

Course Cancellations:

Swagelok reserves the right to cancel a course in its sole discretion. Registered students will be notified and refunded no later than 30 days prior to course date. Swagelok is not responsible for fees incurred with cancelled travel. Students needing to cancel an enrollment may change enrollment to another course date, send someone in your place, or request a refund. Refund requests must be received 3 weeks prior to the start day of the enrolled training course. Course cancellations, refunds and changes may be requested by contacting your authorized Swagelok sales and service center or by emailing jhopkins@swagelok.com