



## **General Conditions of Participation TE Connectivity Energy – Fuquay-Varina Training Center**

### **1. General**

- 1.1. The following General Conditions of Participation (“**GCP**”) apply to the contractual relationship between
  - the training participant (“**Training Participant**”); or
  - where the Training Participant is registered by or on behalf of his/her employer, the respective employer of the Training Participant (“**Employer**”); and
  - TE Connectivity Energy, located at 8000 Purfoy Road, Fuquay-Varina, NC 27526 (“**TE**”).
- 1.2. The GCP, including all documents, forms, or similar referenced hereunder, constitute the entire agreement between TE and the Training Participant or the Employer and supersede and replace all prior agreements, amendments or addendums between them, whether written or oral. Side agreements as well as changes and additions to the GCP are only valid if they have been agreed in text or electronic form or in writing. The same applies for changes to this written form clause.
- 1.3. Training is understood to consist of any combinations of the following as outlined in the agenda:
  - Classroom based information
  - Practical hands-on demonstration and participation by the Training Participant
  - Assessments of theory knowledge and practical competence
  - Relevant factory and laboratory tours

### **2. Training Organizer and Training Location**

- 2.1. The organizer of the training is:
  - TE Connectivity - Energy
  - 8000 Purfoy Road
  - Fuquay-Varina, NC 27526, USA

Tel: +1 800-327-6996

[TE.com/TrainingAmerica](https://www.teconnectivity.com/TrainingAmerica)

- 2.2. The training location is shown in the respective training program agenda.

### **3. Registration / Conditions of Participation**

Registration for the training is to be made directly via the registration link on the following website: [TE.com/TrainingAmerica](https://www.teconnectivity.com/TrainingAmerica)

- 3.1. Registration of a Training Participant constitutes acceptance of and agreement to all of the terms and conditions contained herein. Where an Employer registers a Training Participant on the latter’s behalf, the Employer must ensure that the Training Participant has read and understood the GCP and will comply with the GCP.
- 3.2. Registrations will be considered according to the date of receipt. A general right of participation does not exist. TE reserves the right to review and grant participation at its discretion on a case-by-case basis.
- 3.3. Upon receipt of the registration, TE will verify whether the Training Participant meets the prerequisites set out in subsection 3.5 below. Confirmation of registration by TE is considered



as confirmation that the Training Participant meets the prerequisites for the selected training. Upon receipt thereof, the contract for the participation in the training is considered concluded and binding.

- 3.4. Proof and verification of prerequisites prior to confirmation of registration may be required. Unless provided otherwise by TE, these prerequisites include, but are not limited to:
  - provision of all information and statements requested by TE, which must be current, accurate, and completed in full. Inaccurate and/or false information or statements will invalidate all prior negotiation, discussion, or agreement, whether written or oral, as to the expected outcome of the course, including, but not limited to, participation in the course; and
  - relevant experience in installing products similar to the subject matter of the selected training and related cable preparation skills.
- 3.5. The net price of the training will be sent with the confirmation of registration. The net price of the training will be invoiced in line with the cancellation /postponement terms laid out in section 5. In addition to the net price, the statutory VAT will be charged.
- 3.6. By registering for the selected training, the Training Participant consents to participate in and complete an assessment on cable preparation competency at the start of the practical section of the training. Failure to pass this assessment will invalidate any and all written or oral agreements made as to the expected outcome of the training, i.e. the passing of this assessment is a prerequisite for achieving the expected outcome of the training. In case the Training Participant does not pass the assessment, the course objectives may be discussed with the respective trainer ("**TE Trainer**"), after which the TE Trainer will, at his/her discretion, determine how to proceed. This may include, but is not limited to, recognition of course attendance without demonstration of competency to install, another outcome that the TE Trainer deems appropriate, or termination from participation in the course. All fees paid or to be paid in connection with the training is non-refundable, non-transferable, and non-creditable in any case.
- 3.7. The Training Participant agrees to participate in a "hands-on" training: The Training Participant is required to bring his/her own appropriate Personal Protection Equipment, including coveralls and safety shoes/boots. Hand gloves and safety glasses may be provided by TE upon advance request.
- 3.8. Tools will be provided during the training for the time and purpose of the course. For High Voltage Cable Accessories ("**HVCA**") or Medium Voltage Cable Accessories ("**MVCA**") installation trainings, it is recommended that the Training Participant brings his/her hand tools if these own tools are not available on the market. These include commercially available tooling that has been self-customized or specially designed and made for cable preparation for a project involving customized cable(s) or other standard tooling available on the market that has been modified.
- 3.9. Trainings are conducted with a standard 500 up to 1000 sqmm aluminum or copper cable with copper wire and aluminum foil. If, upon request of the Training Participant or the Employer at registration, the training is not to be conducted with the standard 500 to 1000 sqmm aluminum or copper cable with copper wire and aluminum foil, TE will arrange, with the Training Participant or the Employer, training with the requested cable construction and the matching accessories at additional costs and lead-time, typically 12 weeks. Details hereto will be clarified with the Training Participant or the Employer prior to the confirmation of registration.



#### **4. Certification / Renewal**

- 4.1. Upon successful completion of the selected training, the Training Participant will receive a certification, valid for 2 years, for the scope of cables combined with the products covered in the training. The foregoing is conditioned on TE having received a passport-style photo of the Training Participant in advance of the training.
- 4.2. Every 2 years, the certification must be renewed. TE will either grant the Training Participant an extension based on his/her on-site installation history, reported through a system provided by TE (typically the installation protocol included in the product kit) or request that the Training Participant attend a refresher training. Where the Training Participant or the Employer agrees to a refresher training, a customized refresher training will be mutually agreed and conducted either at a TE training center or another location authorized by TE. The Training Participant or the Employer shall bear the costs of the refresher training.
- 4.3. Renewal of the certificates require, at minimum, proof of the following installations: HVCA – 10 product types per year; MVCA – 20 product types per year. Failure to achieve the foregoing automatically voids the Training Participant's certification for the affected product type, where type is described by the voltage class, cable construction, and cable accessory technology as specified in the Training Participant's certification.
- 4.4. TE reserves the right to refuse renewal of the certification at its discretion. Grounds for refusal include, but are not limited to, significant changes to products, installation-related incident(s) of failed cable accessories. Where renewal of the certification is not granted by TE, the Training Participant must successfully complete a refresher training and/or certification assessment to receive the renewal.
- 4.5. Any TE certification may be renewed a maximum of two times, whereby the first renewal shall be for 2 years and the last for 1 year (for a combined total of 5 years from initial certification), after which a refresher or full re-training and certification assessment will be required.

#### **5. Cancellation / Postponement**

- 5.1. Free cancellation of a training by the Training Participant or the Employer is possible up to 20 working days before the selected training. For cancellation or postponement between 19 and 10 working days in advance will result in a charge of half the registration fee. For cancellation or postponement of less than 10 working days in advance or in case of no-show, the full registration fee will be charged. A cancellation or postponement must be made in writing, be received by TE before the applicable deadline, and will only be valid with a written confirmation thereof by TE.
- 5.2. Participation in the training may be transferred to a substitute Training Participant, provided that the substitute Training Participant is named, meets the prerequisites for the selected training, and is approved by TE in advance.
- 5.3. TE reserves the right to move the entire training (or a portion thereof) temporally and/or geographically to a location with similar travel time in days or to cancel it at short notice. In the event of a complete cancellation, except for cancellations due to circumstances of Force Majeure (as defined in Section 11.1), any fees already paid will be refunded or a credit will be issued for future trainings.
- 5.4. TE reserves the right to, at its discretion, slightly change the training program, the content or the speaker for cause.



## 6. Health and Safety

- 6.1. The local health and safety regulations of the country where the training takes place (“**Local Regulations**”) shall be valid and apply, unless TE’s internal health and safety regulations (“**TE Regulations**”) are determined by TE to be of a higher standard. In the latter case, the TE Regulations shall apply in addition to the Local Regulations. This clause 6.1 applies regardless whether the training location is a TE site, a customer site, or a third-party facility or on-site location.
- 6.2. All equipment, materials and condition must be set up according to the applicable Local Regulations and/or TE Regulations.
- 6.3. In case the Local Regulations and/or the TE Regulations are not met, the course may be suspended, postponed, or cancelled entirely until or unless such non-compliance has been remedied.

## 7. Accommodation

Arrivals and overnight stays are organized, booked, and paid entirely by the Training Participant or the Employer. In case of timely room bookings in the hotels specified in the training program, reference may be made to preferential rates. Further details on the accommodation options are available on request.

## 8. Limitations of Liability

- 8.1. In no case shall TE be liable to the Training Participant or the Employer in the event of accidents and loss or damage to his/her property, unless the damage is due to intentional or grossly negligent conduct by TE, its employees, or its vicarious agents.
- 8.2. If the trainings take place on TE’s premises, the applicable Local Regulations and/or TE Regulations must be observed at all times. The Training Participant or the Employer shall indemnify TE in full for any damages, losses, penalties, expenses or similar resulting from non-compliance with the GCP.
- 8.3. TE assumes no responsibility or liability for any inaccuracy in the content of the training, course, lecture, or similar, or in the related documentation or information.
- 8.4. All further claims of the Training Participant or the Employer are hereby excluded unless they are based on intentional or gross negligent behavior of TE, its employees, or its vicarious agents.

## 9. Copyright

All materials, information, documentation, or similar used in the training, course, lecture, or similar are copyrighted and remain the property of TE. They may not be reproduced, distributed or used commercially in any form (including extracts) without the written consent of TE or the respective speakers. All film and sound recordings during the duration of the training, course, lecture, or similar must be approved in advance by TE. Photographs are permitted in the appropriate scope for private purposes, taking into account the rights of third parties. The Training Participant or the Employer shall indemnify TE in full for any damages, losses, expenses or similar resulting from non-compliance herewith.



## 10. Data Privacy

- 10.1. TE and, if applicable, explicitly named co-organizers will process the Training Participant or the Employer's data for *inter alia* the following purposes: fulfillment of the contract, customer service, market research, and where the Training Participant or the Employer has consented or TE is legally entitled to do so, advertising. TE may also inform the Training Participant or the Employer, independently of express consent, of its own offers or services per e-mail. The Training Participant or the Employer's data may also be forwarded to service providers for the purposes mentioned. Detailed information on data protection and information requirements can be found at [www.TE.com/usa-en/policies-agreements/privacy-policy.html](http://www.TE.com/usa-en/policies-agreements/privacy-policy.html). The Training Participant or the Employer may object to the commercial use of the data at any time by sending a letter to the training center at TE Connectivity, 8000 Purfoy Road, Fuquay-Varina, North Carolina 27526 USA or by submitting request at [TE.com/TrainingAmerica](http://TE.com/TrainingAmerica) (please indicate the e-mail address and name under which the Training Participant is registered/logged in).
- 10.2. As a participant of the selected training(s), the Training Participant agrees that his/her given data (e.g. first and last name, job title and company) will be published on the participant list of the training for which the Training Participant has registered. The list of participants is not publicly made available by TE outside of the training location and is only available in printed or electronic form to other participants of the training, course, lecture, or similar. This consent may be revoked at any time by sending a letter to TE Connectivity, 8000 Purfoy Road, Fuquay-Varina, North Carolina 27526 USA or by submitting request at [TE.com/TrainingAmerica](http://TE.com/TrainingAmerica) (please indicate the e-mail address and name under which the Training Participant is registered/logged in).
- 10.3. TE Trainer(s) or TE employee(s) will take pictures during the training, course, lecture, hands-on work, and of the installed materials either by the TE trainer or TE employee. These pictures are used internally for documentation of evaluation and assessment. They will not be published or distributed to third parties.

## 11. Miscellaneous

- 11.1. Under circumstances of Force Majeure, TE shall not be held liable for claims related to non-performance, improper performance or belated performance of contractual obligations. Force Majeure includes, but is not limited to, war, unrest, rebellion, acts of sabotage and similar events, strikes or other industrial conflicts, newly enacted laws and regulations, delay caused by actions or omissions on the part of a government/authorities, fire, explosion or other unavoidable events, flood, storm, earthquake or other exceptional natural events.
- 11.2. The GCP and the legal relationship between TE and the Training Participant or the Employer are subject to the laws North Carolina. The exclusive place of performance and jurisdiction is Fuquay-Varina, North Carolina.
- 11.3. Should any provision in the GCP be or become invalid, that fact shall not affect the validity of the other provisions. The invalid provision shall be replaced by a valid provision which as far as possible satisfies the same legal, economic and originally intended purpose.