

SONARDYNE INTERNATIONAL LIMITED

SONARDYNE TRAINING TERMS

These terms apply to all training courses provided by Sonardyne companies, whether on Sonardyne or Customer premises or vessels, by webinars, download, or online training; and by means of either Sonardyne standard or bespoke courses.

These Terms may be amended from time to time and the latest version appearing on Sonardyne's Website at the time of Order Acceptance applies to the Training being given. It is recommended that Customers read the latest Terms before submitting an Order.

1. Definitions

1.1 In these Terms the following words shall have the following meanings:

"Affiliate" means a company directly or indirectly controlled by, controlling, or under common control with another company.

"Charges" means the amount payable by the Customer to Sonardyne with regard to Training as confirmed in the Order Acceptance and invoice from Sonardyne.

"Contract" is defined in clause 2.3.

"Course" or **"Training"** means the training course to be provided by Sonardyne.

"Course Details" means the overview of the Training to be given. These can be found on Sonardyne's website, or for a bespoke course are agreed and confirmed by Sonardyne in the Order Acceptance.

"Customer" means the person, company or other legal entity contracting for its Trainees to receive Training from Sonardyne as specified in the Order Acceptance.

"Force Majeure" is defined in clause 11.1.

"Order" means a written or verbal request from the Customer for its Trainee/s to attend a specific Course in accordance with these Terms and a Quotation.

"Order Acceptance" means the document issued by Sonardyne confirming acceptance of the Order by Sonardyne and the details of the Contract between the parties including parties, Trainee/s names, Course dates, Charges due and any special conditions agreed.

"Quotation" means any written or verbal details of a specific Course availability and Charges provided by Sonardyne in relation to an enquiry from the Customer.

"Sonardyne" means Sonardyne International Limited or its Affiliate contracting to provide the Training as specified in the Order Acceptance.

"Terms" means these Sonardyne Training Terms.

"Trainee/s" means the person or persons receiving Training as confirmed in the Order Acceptance and changeable by the Customer in accordance with these Terms.

"Training Course Administrator" means the person responsible for booking courses at Sonardyne's local office, who is contactable directly or by sending an email to training@sonardyne.com

"Writing" includes by email and comparable means of communication.

2. Booking and Order Acceptance

2.1 A Customer considering training should contact the Training Course Administrator. The Training Course Administrator may provide a Quotation and may agree to provisionally reserve place/s on a specific Course for up to 10 days from such Quotation. In order to secure the reservation the Customer must submit an Order within the reservation period. Such Order shall in all respects replicate the Quotation and shall not seek to impose any different or alternative provisions to those contained in the Quotation or these Terms.

2.2 No commitment is made by Sonardyne with regard to availability of any Course or to any Order until confirmed in an Order Acceptance from Sonardyne.

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- 2.3 Each Order Acceptance represents a separate contract between Sonardyne and the Customer for Training comprising the Order Acceptance and any documents expressly stated therein and these Terms (“**Contract**”). Only changes to the Terms stated in the Order Acceptance shall be valid to amend the applicability of these Terms in full.

3. Charges and Payment

- 3.1 Payment of the Charges is due in full within 14 days of the later of the sending of the Order Acceptance or provision of invoice by Sonardyne to the Customer. If the booking is made within 14 days of the Course, payment is required immediately at the time of the Order. If full payment is not received within these times then Sonardyne may send a notice in writing terminating the Contract and Sonardyne shall be entitled to re-book the place/s on the Course with another customer without liability to the Customer.
- 3.2 Charges are exclusive of value added tax and other applicable taxes or duties which may be levied, which shall be payable by the Customer in addition.

4. Changes

- 4.1 Courses are subject to change from the specifics of the Course Details at Sonardyne’s reasonable discretion to improve training and to take account of specific circumstances arising during the Course.
- 4.2 The Customer can substitute Trainee/s prior to the start of the Course by giving reasonable notice in writing to the Training Course Administrator provided that such substitutes meet the Course prerequisites in clause 6.1 below.
- 4.3 Sonardyne reserves the right to cancel a Course or change Course dates and venue upon reasonable notice but shall endeavour to consult with the Customer in advance. In the event of cancellation by Sonardyne other than by reason of Force Majeure, a full refund, or place/s on a later Course shall be given and this shall be Sonardyne’s sole liability in respect of such amendment or cancellation of a Course.
- 4.4 The Customer may cancel attendance on a Course by a Trainee/s prior to commencement subject to providing written notice and charges as follows:

TIME NOTICE GIVEN IN ADVANCE OF COURSE COMMENCEMENT:	% REFUND OF CHARGES GIVEN:	LESS AN ADMINISTRATIVE CHARGE OF:
4 weeks’ notice or more	100%	£200*
2 weeks’ notice or more but less than 4 weeks’ notice	50%	£200*
Up to 2 weeks’ notice	No refund given.	£0

* Where Charges are in a currency other than GBP, the equivalent amount at the exchange rate stated by Barclays Bank plc at the date of cancellation or closest banking day thereto shall apply.

5. Sonardyne obligations

- 5.1 In consideration of the payment of the Charges and other amounts payable and performance of the other obligations of the Customer, Sonardyne shall provide the Training in accordance with the Contract using reasonable skill and care.

6. Customer obligations

- 6.1 The Customer shall ensure that Trainees have sufficient knowledge of the language in which training is given, have attended such prior training courses or undertaken such prior modules and have sufficient professional knowledge and industry knowledge and experience to undertake the Training successfully and not hamper the progress of the Course.
- 6.2 Where Training is by webinar, via Sonardyne’s learning management system, or otherwise supplied over the internet, Sonardyne shall email the Customer a link and a password to enable the applicable number of Trainees to log in to attend the Course, but the Client is responsible for the availability and suitability of its computer and telecoms technology to receive the Training. Sonardyne has no responsibility for failure of the internet connection.
- 6.3 Where Training is by webinar, via Sonardyne’s learning management system, or otherwise supplied over the internet, the Customer shall ensure that only the applicable number of Trainees have access to the Training as stated in the Order Acceptance and grants Sonardyne the right to monitor usage by the Customer’s staff to monitor compliance.

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7. Mutual Obligations

Each party shall:

- 7.1 Be responsible for all necessary arrangements and costs of travel, accommodation, food and other necessary costs including obtaining visas for travel, for their staff to attend the Course.
- 7.2 Ensure their staff have suitable clothing including safe footwear for transit to/from and on board any vessel, except specialist clothing covered by clause 7.3.
- 7.3 Provide necessary hard hats, buoyancy aids, specialist safety clothing and equipment, food, accommodation, and transport to and from shore (including appropriate and if necessary emergency repatriation to shore) for both parties personnel when travelling to/from and on-board their vessel.
- 7.4 Comply with health, safety and security obligations of the other party when on the other party's premises or vessel.
- 7.5 Comply with all applicable laws and regulations having the force of law.

8. Ownership and confidentiality

- 8.1 All Training materials made available by Sonardyne as part of the Training either in writing or in electronic form remain the intellectual property and confidential information of Sonardyne and are for the personal use of the Trainee/s only.

9. Exclusions of and Limitation of Liability

- 9.1 **Each party's liability for loss of or damage to the physical property of the other party arising out of or in connection with a Contract, shall be limited to £1m (one million pounds sterling) per event or series of events arising from the same cause.**
- 9.2 **Sonardyne's liability for any claim with regard to the performance or non-performance of a Contract, including for any deliverables provided by Sonardyne, howsoever arising out of or in connection with a Contract (including without limitation, by reason of any misrepresentation (whether made after, prior to and/or in the Contract), negligence, breach of indemnity, breach of statutory duty, other tort, repudiation, renunciation or other breach of contract, restitution or otherwise), shall be limited to the price charged by Sonardyne to the Customer for the Course concerned.**
- 9.3 **Attendance at a Course and certification of a Trainee by Sonardyne shows evidence that the Trainee has attended the Course stated and where applicable has sat an examination and demonstrated the stated level of competency in a controlled and supervised environment. It is for the Customer to determine the level of fitness and competency of Trainees to use the knowledge gained.**
- 9.4 **Notwithstanding any other provision of the Contract, but subject to clause 9.5, Sonardyne shall have no liability arising out of or in connection with a Contract, for: (a) any loss of or damage to profit, revenue, anticipated savings, data, use, contract, goodwill, opportunity, or business of the Customer, (b) any indirect or consequential loss or damage, or (c) the cost of retrieval or replacement of any Customer provided equipment below the water line.**
- 9.5 **The exclusions and limitations of liability contained in these Terms and in any Contract, shall apply regardless of whether the loss or damage was foreseeable or whether the Customer notifies Sonardyne of the possibility of any greater loss or damage but all such exclusions and limitations shall only apply in so far as they can be limited or excluded by law. Neither party excludes or limits its liability for death or personal injury caused by its negligence, or for fraud or fraudulent misrepresentation.**

10. Termination

- 10.1 Either Party shall be entitled to terminate any Contract by giving written notice to the other party in the event that the other party is in material breach of such Contract, where such breach is not remedied within 14 days of written notice.
- 10.2 Sonardyne shall be entitled to terminate any Contract in accordance with clause 3.1.
- 10.3 Sonardyne shall be entitled to terminate any Contract should the Customer experience an insolvency event. An insolvency event shall occur in relation to the Customer if it has any step, application, order, proceeding or appointment taken or made by or in respect of it for any composition or arrangement with creditors, winding-up, dissolution, administration, receivership (administrative or otherwise) or bankruptcy, or if it is unable to pay its debts as they fall due, or if it ceases to trade or if a distress, execution or other legal process is levied against any of its assets which is not discharged or paid out in full 14 days after such event or if any event analogous to any of the foregoing shall occur in any relevant jurisdiction.

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- 10.4 Either party shall be entitled to terminate a Contract in the event of circumstances of Force Majeure continuing to prevent the performance of the Contract for more than 14 days.
- 10.5 Any termination however caused shall not affect any rights or liabilities which have accrued prior to the time of termination or the continuance in force of any provision of the Contract which expressly or by implication is intended to come into or continue in force after termination.

11. Force Majeure

- 11.1 Neither party shall be liable for any delay in meeting or for failure to meet any obligations under a Contract due to circumstances outside of its reasonable control which shall include (without limitation subject to the following provisions of this clause), war or other action of military forces, terrorism, riot, civil commotion, sabotage, vandalism, accident, breakdown or damage to machinery, equipment, or vessels, failure of electricity or other power supply, failure of the internet, acts of God, fire, flood, severe weather conditions, extreme traffic congestion, strike, lock-out or other industrial disputes ("Force Majeure"). Lack of funds to make payment and failure of the Trainee to attend a Course shall not be considered Force Majeure.
- 11.2 Each party shall notify the other in writing as soon as possible in the event of a circumstance of Force Majeure arising, shall use reasonable endeavours to overcome the circumstance and shall advise when the circumstance is expected to end.

12. Entire Agreement, exclusion of implied terms; Changes to Contract and Construction.

- 12.1 These Terms together with the Order Acceptance and any documents expressly stated therein shall form the entire agreement and understanding between the parties and supersede any previous agreement or understanding between the parties with regard to the arrangements contemplated by or referred to in any Contract.
- 12.2 **The parties agree that the obligations in these Terms are in lieu of all other conditions or warranties implied by statute, law or otherwise as to workmanship, quality, merchantability or fitness for any particular purpose.**
- 12.3 No variation to any Contract shall be effective unless made in writing and signed by the duly authorised representatives of both parties.
- 12.4 Clause headings are for convenience only and shall not affect the interpretation of these Terms.
- 12.5 If any provision is too broad to permit enforcement to its full extent the parties agree that such provision shall be enforced to the maximum extent permitted by law and shall be deemed to be varied accordingly.

13. Assignment; subcontracting and Third Party Rights

- 13.1 Neither party may assign or subcontract its rights or obligations under a Contract without the prior written consent of the other, except that Sonardyne may subcontract provision of Training to one of its Affiliates at its discretion, provided that Sonardyne shall remain liable in accordance with the Contract notwithstanding such delegation.
- 13.2 No party other than the two parties to a contract shall have any right to enforce any terms of the Contract.

14. Law and Jurisdiction

- 14.1 These Terms and each Contract shall be governed by English Law and subject to the exclusive jurisdiction of the English Courts, except where the Sonardyne contracting entity is Sonardyne Inc, in which case these Terms and each Contract shall be governed by Texas Law and subject to the exclusive jurisdiction of the Texas Courts.

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SONARDYNE INTERNATIONAL LIMITED

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