

TERMS & CONDITIONS - IA STANDARD CLASS TRAINING

1. **Classes Subject to Change.** Mitsubishi Electric Automation Inc. ("MEAU") reserves the right to cancel, change, or modify any class. MEAU will make reasonable efforts to notify class registrants of any changes at least one week in advance.
2. **Training Class Size; Rescheduling.** Class size is typically between four to ten registrants, although certain classes, such as robot training, may have fewer registrants. MEAU typically assigns one workstation and one personal computer for each two registrants. MEAU reserves the right to cancel or reschedule a class that has fewer than four registrants or in the event of hardware unavailability.
3. **Cancellation.** Registrants wishing to cancel their training must let MEAU know as early as possible. Should a registrant cancel a confirmed class, registrant shall pay MEAU the following cancellation fee:
 - a. If notice is given at least three weeks in advance, there will be no cancellation fee assessed.
 - b. If notice is given more than two weeks but less than three weeks in advance, registrant will be charged a twenty-five percent (25%) cancellation fee.
 - c. If notice is given less than two weeks in advance, registrant will be charged a fifty percent (50%) cancellation fee.
 - d. If no prior notice is given (a "no-show"), registrant will be charged the full price of the class.

MEAU reserves the right to cancel any class. In the event of cancellation by MEAU, registrant's damages shall be limited to refund of any prepayments made by registrant to MEAU for such class.

4. **Confirmation of Registration for Training.** Registrants must provide MEAU a purchase order to confirm registration for training, and purchase order is subject to acceptance by MEAU in its sole discretion. It shall be the registrant's responsibility to obtain the proper authorization for issuing the purchase order. Upon acceptance by MEAU of the registrant's purchase order, it shall become the registrant's responsibility to honor the conditions and costs as set forth in the purchase order. Alternately, registrants may also pay their local distributor directly for the training classes offered by MEAU, by preparing their purchase order payable to their distributor, and the distributor will issue a purchase order to MEAU for payment of the class.
5. **Invoicing.** Billing will be conducted on the first day of the training class.
6. **Timing of Registration.** In order to facilitate preparation for classes, MEAU may secure a remote location for training classes 2 weeks before the starting date, and block any further registrations. In order to avoid being locked out, MEAU advises prospective registrants to register for classes as early as possible.
7. **Damage to Equipment by Registrants.** Registrants are responsible for any damage or loss of MEAU equipment caused by such registrants.
8. **Force Majeure.** MEAU shall not be liable for damages, delay or failure to conduct the training due to any cause beyond its reasonable control, including but not limited to, acts of God, act of civil or military authority, acts of government, labor disturbances, floods, epidemics, strikes, first, unusually severe weather or inability to travel to training site.
9. **Limitation of liability.** In no event, whether in contract, warranty, tort (including negligence) or otherwise, shall MEAU be liable to registrants, prospective registrants or to any third parties for indirect, incidental, special or consequential damages of any nature whatsoever. MEAU does not accept responsibility for anyone acting as a result of information in, or views expressed on, its training courses including course materials. Opinions expressed are those of individual trainers and not necessarily those of MEAU. Participants should take professional advice when dealing with specific situations.
10. **Ownership and intellectual property rights.** All training materials are owned by MEAU. All intellectual property rights in all training materials available from MEAU, including the design, graphics and text of all printed materials and the audio of all trainings (the "Training Materials"), are owned by MEAU. When you are given access to any Training Materials, you are granted a non-exclusive, non-transferable license to use the Training Materials. All Training Materials may not be copied, reproduced, uploaded, posted, displayed or linked to in any way, in whole or in part, without MEAU's prior permission. Any such use is strictly prohibited and will constitute an infringement of MEAU's intellectual property rights.

11. **Health and safety at the face-to-face training course.** Registrants must comply with all health and safety rules and regulations and any other reasonable security requirements that apply at the premises at which the training courses are provided.
12. **Behavior.** MEAU reserves the right to remove any Registrant from a training course whose behavior is deemed inappropriate by MEAU or its trainers. In these circumstances, MEAU will neither refund any fees nor reimburse any other costs.
13. **Trainers.** MEAU shall provide such trainers to present the training course as it, in its sole discretion, deems fit and MEAU shall be entitled at any time to substitute any trainer with any other person who, in MEAU's sole discretion, it deems suitably qualified to present the relevant course.