WÄRTSILÄ
GENERAL TERMS AND CONDITIONS
TRAINING SERVICES (2025)

1. INTRODUCTION

These General Terms and Conditions – Training Services (2025) (the "Conditions") shall, unless otherwise agreed in writing, apply to all training services regardless of location ("Training Services") provided by any authorized member, agent or representative of the Wärtsilä Group (the "Contractor") to a customer (the "Customer"). Contractor's offers are nonbinding until accepted and confirmed by a purchase order and respective registration forms issued or filled in by Customer in compliance with these Conditions which are acknowledged by Contractor (any such acknowledged purchase order and registration forms, a "Contract"). These Conditions shall form an integral part of the Contract. Customer may not change or cancel any purchase order after it has been received by Contractor unless as stipulated herein or as Contractor has agreed in writing to such change or cancellation.

2. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Neither party shall copy, record or disclose to a third party any document or data provided, including (without limitation) any portion of presentations, hand-outs, brochures, videos, animations ("Training Materials") by the other party without the prior written consent of the other party or use them for purposes other than those for which they were provided. Intellectual property rights associated with the Training Services or any Training Materials provided by Contractor in connection therewith shall remain Contractor's property. Customer shall defend, indemnify and hold harmless Contractor against all claims, losses and damages, including reasonable attorneys' fees, arising out of or resulting from any reuse, modification, reproduction or publication of Contractor's intellectual property documents or data.

3. PERFORMANCE OF TRAINING SERVICES

3.1 Contractor's offer shall indicate the content of the course (the "Course Outline") and whether the Training Services will be provided at Contractor's, Customer's or other location. If Training Services are provided at Contractor's training facilities, Contractor shall be responsible and bear the cost for all training facilities and resources which may include multi-media projectors, flipcharts, white-boards and other related materials, as well as meals and refreshments during training hours. If Training Services are provided at any location other than at Contractor's facilities, Customer shall be responsible and bear the cost for all aforementioned items including spare parts, components and consumables.

3.2 Customer's purchase order shall mean Customer's acknowledgment and acceptance of: (i) education level and any other formal knowledge attendees might be required to have (as indicated by Contractor) as a pre-requisite for participation in the training course; and (ii) the Course Outline.

3.3 With reference to Training Services to be provided by Contractor at Contractor's premises or delivered via online/virtual media, there is no cancellation fee if Contractor receives notification of non-attendance thirty (30) or more calendar days before the course starting date. There is a fifty percent (50% of the Contract's price) cancellation fee if the Contractor receives the nonattendance notification between thirty (30) and fourteen (14) calendar days before the course starting date. There is a one hundred percent (100% full Contract's price) cancellation fee if Contractor receives the nonattendance notification less than fourteen (14) calendar days before the course starting date. These cancellation fee provisions shall apply whether the non-attendance refers to one or all the attendees. The Customer may replace a registered participant with another participant without it constituting a cancellation, provided all of the following criteria are met: (1) the replacement is communicated to the Contractor in writing at least seven (7) calendar days before the course starting date; (2) the replacement participant accepts the Conditions set forth herein; and (3) the replacement participant is from the same Customer as the originally registered participant.In case Customer wants to reschedule its participation, it must be notified to Contractor thirty (30) calendar days before the course starting date at the latest. There is a thirty per cent (30% of the Contract's price) rescheduling fee if the Contractor receives the rescheduling notification less than thirty (30) calendar days before the course starting date. Unless stated otherwise in Contractor's Proposal Offer, Contractor may cancel or reschedule Training Services up to thirty (30) calendar days before the course starting date.

3.4 With reference to Training Services to be provided by Contractor at any place different from Contractor's premises, there is no cancellation fee if notification of non-attendance is received sixty (60) or more calendar days before course starting date. There is a fifty percent (50% of the Contract's price) cancellation fee if notification of non-attendance is received between sixty (60) and thirty (30) calendar days before the course starting date. There is a one hundred percent (100% full Contract's price) cancellation fee if Contractor receives the nonattendance notification thirty (30) calendar days or less before the course starting date. The costs which have been incurred for travel, Training Service's related arrangements and/or cancellations and preparation work for planned training delivery (i.e., but not limited to: tickets, accommodation, training material, trainer's preparation hours, external instructor costs) will be charged accordingly if non-attendance notification is received twenty (20) days or less before confirmed training delivery. Replacing or exchanging an already signed up participant with another participant from the same company of Customer is an acceptable reason to void the application of the cancellation fee, to the extent such participant accepts the Conditions set forth herein. Such replacement, in order to be valid, shall be communicated in writing to Contractor within seven (7) calendar days before the course starting date. In case Customer wants to reschedule its participation, it must be notified to Contractor sixty (60) or more calendar days before the course starting date at the latest. There is a thirty per cent (30% of the Contract's price) rescheduling fee if the Contractor receives the rescheduling notification less than sixty (60) calendar days before the course starting date.

4. COMPENSATION AND PAYMENT

4.1 The course fees are before any taxes and shall be grossed up to include any taxes levied by the authorities on such fees. If not expressly agreed otherwise in writing, the Contract's price is based on training sessions performed during normal working hours. A normal working week is comprised of forty (40) hours; eight (8) hours per working day, spread over five (5) working days. Local holidays shall be observed.

4.2 In case Training Services are provided at any location other than at Contractor's premises: (i) all travel expenses including instructor's and/or support personnel's travel time incurred in connection with the Contract, including, but not limited to: (a) fares for journey by rail, sea, air, car and/or bus; (b) carriage, freight and customs duties as well as insurance due in connection with personal effects, Training Materials and resources required for the Training Services, including necessary costs for overweight on air freight; and (c) all out-of-pocket expenses incurred by Contractor for the Training Services ordered by Customer, such as internet use,and telephone calls shall be for the account of Customer; (ii) any waiting time for which Contractor is not responsible shall be charged to Customer as normal working time and a daily pro-rated remuneration shall be payable during incapacity caused by sickness of or accident to any of Contractor's instructors if caused by failure of Customer to maintain safety in the work site environment; and (iii) in the event of any illness or accident affecting any of Contractor's personnel, whether during the performance of Training Services or otherwise, necessitating medical attention or hospital treatment, Customer shall ensure that the best and appropriate medical facilities and medications are made available to Contractor's personnel. If it is necessary to repatriate an ill, injured or deceased member of Contractor's personnel, Customer shall assist Contractor in arranging such repatriation in the safest and most expedient manner. All costs incurred under this item (iii) shall be borne by Contractor.

4.3 Unless otherwise agreed, payment shall be made by bank remittance in the currency and to the bank account set forth in the invoice within twenty (20) days following the date of the invoice. Payment shall be made in full without any set off, counterclaim or deduction. Customer shall pay interest on overdue payments from the maturity date until the actual date of payment at the rate of one and one quarter percent (1.25%) per month, compounded monthly. Customer shall pay Contractor all costs related to the collection of overdue amounts, including reasonable attorneys' fees. In the event any payment is more than thirty (30) days late, Contractor shall be entitled to suspend or terminate the Contract by written notice to Customer, and such remedies shall not be exclusive of Contractor's additional rights under contract or law. Contractor may as a precondition for the performance of the Training Services, request that Customer provides Contractor with security covering any unpaid amount already owed to Contractor or one of its affiliates.

4.4 No deviations from Course Outline are allowed unless formally requested by Customer and agreed by Contractor in writing. All such deviations shall constitute additional training and shall be charged as extra work in accordance with Contractor's standard rates then in effect and with these Conditions.

5. WARRANTY

5.1 Provision of Training Services shall not imply nor shall it construe provision of any warranties, representation or guarantees of acquired knowledge or specific skills by the attendees, their suitability for an specific job or service work nor it shall imply obligations and liabilities express or implied including warranties, guarantees, obligations or liabilities of Contractor for performance of attendees in practical application of subjects of any courses either theoretical or practical. Customer hereby waives all other remedies, warranties, guarantees and liabilities, express or implied, arising by law or otherwise (including without limitation fitness for purpose, merchantability or satisfactory quality).

5.2 The Customer acknowledges and agrees that any technical information (including, without limitation, Training Materials) provided by the Contractor in connection with Training Services are intended for information purposes only and the Contractor assumes no liability for the consequences of the

attendee's actions, inactions and/or decisions made or based on that information.

6. CONTRACTOR'S LIABILITY

6.1 IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, CONTINGENT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED OR ARISING (INCLUDING (WITHOUT LIMITATION) FOR ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS OR REVENUE OR ANTICIPATED SAVINGS, PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF SUBSTITUTED EQUIPMENT OR REPLACEMENT, REMOVAL OR REINSTALLATION WORK NOR TOWAGE CHARGES, POLLUTION REMEDIATION COSTS, COSTS OF DOCKING, DIVING OR SUB-SEA WORK, DAMAGE TO ANY VESSEL, ENGINE ROOM OR POWER PLANT SITE, YARD OR OTHER PROPERTY (INCLUDING DAMAGE TO GOODS OWNED BY CUSTOMER), DAMAGE TO ANY EQUIPMENT OR PROPERTY, COSTS FOR ANY ADDITIONAL TESTS (INCLUDING, WITHOUT LIMITATION, SEA TRIALS), DEBRIS REMOVAL, OR FOR LOSS OF TIME OR USE OF ANY EQUIPMENT, INSTALLATION SYSTEM, OPERATION OR SERVICE). THIS LIMITATION ON CONTRACTOR'S LIABILITY SHALL APPLY TO ANY LIABILITY FOR BREACH OF THE CONTRACTOR'S OBLIGATIONS UNDER OR IN CONNECTION WITH THE TRAINING SERVICES PERFORMED HEREUNDER, WHETHER BASED ON WARRANTY, FAILURE OF OR DELAY IN DELIVERY, OR OTHERWISE.

6.2 Notwithstanding any other provision of the Contract, Contractor's aggregate liability under the Contract shall not exceed fifteen percent (15%) of the Contract price.

6.3 Contractor shall not be liable for any work carried out by Customer or by any third party, even though carried out with assistance of Contractor's personnel. Customer shall bear the risk of loss of its equipment and other goods in connection with the Training Services, even if such equipment or goods are in facilities used by Contractor.

7. INSURANCE

Customer shall at its own cost provide for and maintain comprehensive insurance coverage to protect its own property (including, without limitation, any equipment, installation or vessel), personnel, and third-parties. Such insurance for personnel shall include traveling insurance and events on Contractor's premises. Contractor shall, at its own cost, provide for and maintain comprehensive insurance coverage to protect its own personnel only.

8. FORCE MAJEURE AND OTHER EXCUSABLE DELAYS

8.1 Neither Contractor nor Customer shall be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, caused by or arising from an event of force majeure ("Force Majeure"), which includes without limitation acts of God, war, riot, embargos and import or export restrictions, cyber incidents, failure of a utility service (including, without limitation, failure of electrical, internet or telecommunications) or transport network, acts of civil or military authorities, sanctions, boycotts, fire, flood, accidents, strikes, epidemic, failure of a subcontractor to provide manpower, materials or goods caused by an event that qualifies under this Clause 8.1, epidemics, unusually severe weather affecting either party, or causes beyond their control.

8.2 If the Training Services are delayed or interrupted due to Customer's actions, Force Majeure, or for other reasons not attributable to Contractor, the Customer will bear all costs related to retaining personnel at the training facility, including, without limitation, wages and lodging. If the interruption continues for more than one (1) week, Contractor's personnel may be returned to Contractor's country. All expenses in relation to such withdrawal and/or subsequent return shall be borne by Customer. If the period of suspension exceeds two (2) months, either party may terminate the Contract by three (3) days' notice in writing to the other party without prejudice to the rights of either party up to the date of termination. All reasonable additional costs incurred by Contractor as a consequence of the suspension and any subsequent resumption or completion of the Training Services shall be reimbursed by Customer.

9. SECURITY AGREEMENT

To the extent permitted by law, Customer hereby grants to Contractor a lien on and a continuing security interest, and when applicable a maritime lien for necessaries, in and to all equipment, parts and components utilized for performance of the Training Services is performed and all products and proceeds derived from the sale or lease thereof as security for the payment in full of such Training Services. Customer hereby waives any and all claims, defenses, and causes of action that Customer may have in connection with the exercise of any such lien rights by Contractor.

10. CUSTOMER'S ADDITIONAL PERFORMANCE OBLIGATIONS

Customer shall comply with all laws, rules and regulations applicable at the training location (whether Contractor's or otherwise), arising out of the performance of the Training Services. Whenever the Training Services are not carried out at Contractor training facilities, Customer shall provide at no cost to Contractor all of the following facilities and services which must be of sufficient quality and/or quantity for Contractor's performance of the Training Services, unless otherwise agreed to in writing by the parties:

10.1 Ancillary manpower equipped with appropriate tools (such as drills and hand lamps), heavy duty hoisting and transport facilities along with the necessary fuel, lubricants, water, electricity, compressed air and cleaning facilities for Contractor's performance of the Training Services;

10.2 Heated and/or air-conditioned facilities with available drinking water for working, boarding and lodging of Contractor's personnel in close proximity to the training location as follows:

(a) service storage sheds with locks, equipped with shelves and bins for tools, equipment and supplies of Contractor's personnel;

(b) changing rooms, provided with locks, toilet and washing facilities for the use of Contractor's personnel;

(c) furnished offices with locks, equipped with telephones, facsimile, internet and other communication requirements of Contractor's personnel;

10.3 Assistance requested by Contractor with the customs formalities required for the import and export of Contractor's equipment and tools, free of all duties and taxes;

10.4 Assistance to ensure that Contractor's personnel obtain visas and any other official entry, exit, residence or working permits that may be required by the country where Training Services are to be performed, including free ingress to and egress from the training location;

10.5 Information concerning: (i) the local laws and regulations applicable to the Training Services; and (ii) any dangerous conditions or unusual risks that may be encountered in Customer's country, at the training location or in the use of any equipment or tools provided by Customer; and

10.6 Additional safety measures reasonably requested by Contractor.

10.7 Customer shall ensure cooperation and compliance of its employees to all rules and regulations provided for by the Contractor while in the Contractor's premises or training facilities and during training sessions. In the event Customer is unable or unwilling to provide any such facility or service, Contractor may, at its option, terminate the Contract without liability to Customer or itself provide such facility or service for the account of Customer.

10.8 Parties agree to comply with the European Data Protection Regulation (GDPR), and both parties are acting as data controllers as defined in the GDPR. Wärtsilä Privacy Notice can be found from: https://www.wartsila.com/fi/terms-ofuse/privacy.

11. SPECIAL PROVISIONS FOR VIRTUAL TRAINING

Virtual Training means training provided by Wärtsilä to Customer virtually via a web-based platform, application or website, which can be accessed through a web link sent by Wärtsilä to the Customer. The following clauses apply to Virtual Training in addition to the other clauses of these Conditions.

11.1 The Customer may access and participate the Virtual Training during the time and date specified by Wärtsilä, subject to the terms of this Agreement, and additional user terms of the website and/or application used for the Virtual Training. In case the Virtual Training is provided via third party platform, Customer shall comply with the user terms of such platform and indemnifies Wärtsilä against any claims by third parties arising out of or in connection with Customer´s compliance with such user terms.

11.2 Wärtsilä retains all rights, title, and interest in and to the content of the Virtual Training, including without limitation all software used to provide the Virtual Training, and this Agreement does not grant the Customer any intellectual property rights in the Virtual Training or any of its materials or software.

11.3 Wärtsilä does not guarantee that the Virtual Training will be performed error-free, virus free or uninterrupted, or that Wärtsilä will be able correct all technical errors during the Virtual Training. The Customer acknowledges that Wärtsilä does not control the Customer´s communications facilities, including the internet connection, and that the Virtual Training may be subject to limitations, delays, and other problems inherent in the Customer´s communications facilities. Wärtsilä is not responsible for any delays, delivery failures, or other damage resulting from such problems.

11.4 Customer is solely responsible for establishing and maintaining an internet connection, as well as for having access to software and hardware, which are suitable for the Virtual Training. Wärtsilä takes no liability of cases where the Customer is not able to participate or follow the Virtual Training due to connectivity or technical issues.

11.5 Except as expressly provided in this Agreement, the Customer shall:

(a) limit access to the Virtual Training to its authorised users and ensure that all users use the Virtual Training in accordance with this Agreement; (b) not copy, record, modify, decompile, reverse engineer or create derivative works from the Virtual Training;

(c) not commercially exploit or otherwise make the Virtual Training or resulting materials available in any manner

(d) not use the Virtual Training for any purpose competing with Wartsila including creating a competitive product or service or copying any features;

(f) comply with the user terms of the third party platforms used for the Virtual Training

12. DUTIES, TAXES AND FEES

Customer shall pay, where applicable, all duties, withholding and other taxes, customs fees and charges and all charges and fees by a classification or inspection society. All such documentation or approvals which are required by applicable laws, and any applicable modifications of such laws, shall be the responsibility of and paid by Customer.

13. GOVERNING LAW AND ARBITRATION

The Contract shall be governed by and interpreted in accordance with the laws in force at the registered office of Contractor, excluding the conflict of law rules applicable in such jurisdiction. Any controversy, claim or dispute

between the parties hereto arising out of or related to this Contract shall be submitted to the International Court of Arbitration of the International Chamber of Commerce for final and binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules. The arbitration proceedings shall be in the English language and shall take place in Paris, France.

14. ENTIRE AGREEMENT

These Conditions, plus the additional agreed upon terms of the Contract (relating only to price, time and location for performance, and technical specifications and scope of Training Services to be performed) contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. The sale of any parts purchased from Contractor by Customer shall be in accordance with Contractor's General Terms and Conditions – Parts (latest version then in effect) and Contractor's General Terms and Conditions – Service Work (latest version then in effect), when applicable. If a provision of these Conditions is at variance with necessary requirements of applicable law, then these Conditions shall be deemed to be amended to the minimum extent necessary to comply with such applicable law. No terms, conditions, representations, warranties or covenants contained in any correspondence, catalogue, or in any other form shall be applicable unless incorporated herein by express written agreement of the parties hereto.