

GENERAL TERMS AND CONDITIONS FOR TRAINING SERVICES

- 1.1. Sargent & Lundy makes no warranty either express or implied regarding its training services, and its sole obligation to any recipient of such services (collectively “Recipient”) under these General Terms and Conditions for Training Services (the “General Terms”) is to perform the training services. Sargent & Lundy’s training services must not be regarded as providing opinion or advice for any individual situation facing Recipient. If any engineering, design, consulting, application development, or other assistance is required, the corresponding services for such situation must be established under a separate agreement or purchase order.
- 1.2. Ownership of all copyright and other intellectual property rights in the training material, including any documentation, data, technical information and know-how provided as part of the training material will remain vested in Sargent & Lundy, unless otherwise stated in the material. All such information must be held in confidence and may not be disclosed to any third party unless otherwise mutually agreed in writing by Sargent & Lundy and Recipient. Upon effecting full payment due hereunder, Sargent & Lundy hereby grants Recipient a non-exclusive, non-transferable license to use a single copy of the training material provided for the sole benefit of each Recipient attendee registered for the training services. LICENSER MAKES AND LICENSEE RECEIVES NO WARRANTY EITHER EXPRESS OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSES ARE EXPRESSLY EXCLUDED.
- 1.3. In no event will Sargent & Lundy at any time be liable or held responsible for any direct, indirect, special, incidental, punitive, or consequential damages, including but not limited to, loss of profits, revenue, use, capital, business opportunity, or claims of customers, or any other loss of any nature, whether based on contract, tort (including negligence), strict liability, or otherwise and arising from any cause whatsoever by reason of the training services rendered under these General Terms.
- 1.4. Neither Sargent & Lundy nor Recipient shall be liable for any fault or delay caused by any contingency beyond Sargent & Lundy’s control, such as wars, acts of terrorism, strikes, walkouts, fires, natural calamities, epidemics, pandemics, or demands or requirements of governmental agencies.
- 1.5. These General Terms will be governed by and interpreted in accordance with the laws of the State of Illinois, United States of America, and venue will be fixed in the United States District Court for the Northern District of Illinois or in any court of the State of Illinois, sitting in Chicago, Illinois, U.S.A.