

## Mitsubishi Electric Europe B.V. (Irish Branch) Learning Management System Terms and Conditions

### Definitions

Any term used in these terms and in bold will have the same meaning as set out on the order form or below.	
<b>“us”, “we” or “our”</b> means Mitsubishi Electric Europe B.V.	<b>“you” or “your”</b> means the party that has submitted the order form, or the user accessing the course, as appropriate
<b>“contract”</b> means the contract between us and you for the provision of the course in accordance with these terms and conditions	
<b>“course”</b> means the online professional training course booked by you through our website or via an order form. Where you book a course which is takes place in separate modules or units, this forms a single course for the purposes of this contract	
<b>“course content”</b> means the description of the course, or course units, set out on our website or as otherwise agreed with you in an order form	
<b>“course materials”</b> means the online content provided to you by us in advance of or during the course	
<b>“duration”</b> means the duration (and where applicable term dates) of the course specified on the relevant section of our website or in the applicable order form	
<b>“free training day(s)”</b> means any allowance that a delegate is entitled to by virtue of their partner status in the Mitsubishi Electric ‘Partner Programme’	
<b>“order form”</b> means our order form for the course on our website or sent to you by us	
<b>“fee”</b> means the fee or fees set out for the course on our website	
<b>“website”</b> means that section of our website relating to online professional training courses currently located at <a href="https://mitsubishielectricire.360learning.com/">https://mitsubishielectricire.360learning.com/</a> as may be updated from time to time by us	

1. Information about us and how to contact us
  - 1.1. We are Mitsubishi Electric Europe B.V., a Netherlands limited liability company with a registered Irish Branch with its principal place of business in Ireland, at Plunkett House, Grange Castle Business Park, Nangor Road, Dublin 22 D22 YRK4.
  - 1.2. If you have any questions or if you have any complaints, please contact us by using the details set out in the email confirming your enrolment onto the course.
  - 1.3. If you wish to contact us in writing, or if any clause in these terms and conditions requires you to give us notice in writing (for example, to cancel the contract), you can send this to us by e-mail, or by post to Mitsubishi Electric Ireland, Plunkett House, Grange Castle Business Park, Nangor Road, Dublin 22, D22 YRK4. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, or by post to the address you provide to us in the order form.
2. Basis of Contract
  - 2.1. Your order form constitutes an offer by you to access the course in accordance with these terms and conditions and our terms of use.
  - 2.2. Receipt of your order form does not bind us to accept your enrolment. Your order form shall only be deemed to be accepted when we acknowledge receipt of your order form and (where applicable) payment and confirm the booking to you in writing. Once confirmed, we will send you an invite link using the email address you provided to us, where you can login and set up your online profile.

- 2.3. This contract constitutes the entire agreement between us and you. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in this contract.
- 2.4. Any descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our course content are issued or published for the sole purpose of giving an approximate idea of the courses described in them. Save as expressly stated in this contract, they shall not form part of the contract or have any contractual force.
- 2.5. These terms and conditions apply to the contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6. Please note that our website portal is hosted by a third party, 360Learning, and you may have to accept their terms of use before accessing the website.
3. Cancellation
  - 3.1. At any time prior to the commencement of the course you may give notice in writing to us that you no longer wish to access the course subject to paragraph 3.2 below.
  - 3.2. If you give notice to us pursuant to paragraph 3.1 you shall be released from all your obligations under this contract except that if you give notice to us we will be entitled to a cancellation fee, as set out below, and will only be obliged to refund to you the amount (if any) by which the total of the instalments of the fee actually paid by you exceeds the payable cancellation fee:
    - 3.2.1. for cancellations made by you 14 days or more before the course start date, you will either receive a full refund or reimbursement of a free training day; and
    - 3.2.2. for cancellations made by you 14 days or less before the course start date, the cancellation fee of 100% shall apply or a free training day will be deducted.
4. Payment
  - 4.1. Unless otherwise specified, all payment will be made in advance.
  - 4.2. The prices of the courses will be as quoted on our website from time to time. We take all reasonable care to ensure that the prices are correct at the time when the relevant information was entered onto the system.
  - 4.3. Any changes to the price will not affect any order which has been confirmed by us.
  - 4.4. The price of all courses includes VAT (where applicable) at the applicable current rate chargeable in the Ireland for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid in full before the change in VAT takes effect.
  - 4.5. Termination
    - 4.6. Without prejudice to any other rights or remedies which we may have, we may terminate this contract without liability to you on giving written notice:
      - 4.6.1. where you breach the terms of use when accessing the course; or
      - 4.6.2. where you act in an aggressive, bullying, offensive, threatening or harassing manner towards any delegate or agent of Mitsubishi Electric delivering the course.
    - 4.7. Termination of this contract, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination.
    - 4.8. Any provision of this contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this contract shall remain in full force and effect.
5. Our obligations during the course
  - 5.1. For the duration of this contract we will deliver the course materials in all material respects in accordance with the course content.
6. Your rights during the course

- 6.1. You are authorised to use the course materials for the duration for the purposes of the course or as otherwise specified by us, provided that you have paid the fee (if any), and you comply with our terms of use.
7. Your obligations
- 7.1. You agree to do the following:
- 7.1.1. pay the fee (if any) and any other sums notified to you in the order form or the course content without deduction, before the course starts;
  - 7.1.2. pay any Value Added Tax (including any tax charged in addition to or in substitution for it) to us in respect of any supply for Value Added Tax purposes of goods or services made pursuant to or in consequence of this contract;
  - 7.1.3. ensure that you meet any language or qualification requirements applicable to the course, as set out in the course content;
  - 7.1.4. ensure that you familiarise yourself with our policies applicable to the provision of the course, including our terms of use and privacy policy;
  - 7.1.5. complete all the required modules that form part of a course;
  - 7.1.6. consent to Mitsubishi Electric's representatives on the portal having access to any content that is recorded and/or generated through your use of the portal such as: profile information, uploaded comments and course results;
  - 7.1.7. comply with any software terms and conditions issued by Mitsubishi Electric as part of the course from time to time; and
  - 7.1.8. maintain confidentiality of all the other delegates undertaking the course with the delegate and such course sessions must not be recorded (whether by video, audio tape, videophone or other means) under any circumstances.
8. Course content and materials
- 8.1. We reserve the right to alter details of any course content if this is required to reflect advances in the field, changes in the law or regulatory requirements.
  - 8.2. We reserve the right to record the course training sessions for training and monitoring purposes.
  - 8.3. We reserve the right to cancel or postpone courses in the event of circumstances beyond our reasonable control and/or no suitable trainer being available e.g. due to sudden illness (although we will first endeavour to find a substitute). In such circumstances, we will give as much notice as reasonably possible.
  - 8.4. We reserve the right to require any delegate to withdraw from any course where we are not reasonably satisfied as to that delegate's compliance with and competency for the health and safety procedures applicable to the course and the relevant products and components handled as part of that course.
  - 8.5. All intellectual property rights in the course materials and content shall remain with us and/or our licensors. You have no rights to copy (in whole or in part) or disseminate any course materials other than for your personal use as part of the course.
9. Data protection
- 9.1. Your personal data will be dealt with in accordance with our privacy policy which is made available when you access the course.
10. Our liability to you
- 10.1.15.1 We do not exclude or limit in any way our liability for:
    - 10.1.1. death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or
    - 10.1.2. fraud or fraudulent misrepresentation.
  - 10.2. In the event that we breach these terms and conditions, we shall only be liable for losses that are caused directly by our breach and that are a reasonably foreseeable consequence of such breach.

- 10.3. We cannot guarantee any specific results or outcomes of the course or any assessment related to the course.
- 10.4. You acknowledge that the training is general in nature and may not be suitable for all site circumstances and product applications encountered by a customer or you. Our training presupposes that no modification has been made to the relevant Mitsubishi Electric product and that in any event you will inspect and handle any Mitsubishi Electric product or component in accordance with good electrical and mechanical safety practices.
- 10.5. The conditions, warranties and terms set out in this contract, the documents it refers to and any information we have given to you or received from you are the only ones which will apply to the relationship between us and you. Please read them carefully and contact us if you are uncertain about your rights.
11. Miscellaneous
- 11.1. Except as set out above, we and you agree that no person who is not a party to this contract is to have the benefit of or be capable of enforcing any term of this contract as a result of the Contracts.
- 11.2. A reference to writing or written includes e-mail.
- 11.3. If any court or competent authority finds that any provision of this contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this contract shall not be affected.
- 11.4. This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Ireland and you irrevocably submit to the exclusive jurisdiction of the Irish courts.