

TEACHING MATERIALS FOR TRAINING IN THE SAFE USE OF DIISOCYANATES

TERMS AND CONDITIONS FOR IN-HOUSE TRAINERS

1. Object of the Present Terms and Conditions

- 1.1. The European Diisocyanate and Polyols Producers Association AISBL, and the European Aliphatic Isocyanates Producers Association AISBL (hereinafter individually referred to as “ISOPA” and “ALIPA” respectively, and jointly as “ISOPA/ALIPA”), both located at Rue Belliard 65, 1040 Brussels, Belgium, have developed, in cooperation with other industry stakeholders, teaching materials for training industrial and professional users in the safe use of diisocyanates at the workplace (“the Teaching Materials”).
- 1.2. The Teaching Materials currently consist of slide decks covering general training, intermediate level training, and advanced level training, videos on sensitization, first aid, and personal protective equipment (PPE), as well as quiz questions at the end of each training to test the knowledge of the trainees.
- 1.3. ISOPA/ALIPA may according to the present terms and conditions (“the Terms and Conditions”) render available the Teaching Materials to trainers (“In-House Trainers”) who carry out, as part of their employment, in-house trainings on the safe use of diisocyanates at the workplace (“In-House Trainings”).

2. Access to Teaching Materials

- 2.1. When applying for access to the Teaching Materials the In-House Trainer shall indicate the particular area of use of diisocyanates for which the training will be provided (“the Training Path”).
- 2.2. Any In-House Trainer wishing to provide In-House Trainings on the basis of the Teaching Materials must register with ISOPA/ALIPA and confirm that
 - 2.2.1. access to the Teaching Materials is requested for the exclusive purpose of carrying out In-House Trainings for the staff of the company or organisation that employs the In-House Trainer (“the Employer”) and possibly other persons invited by the Employer to attend said In-House Trainings;
 - 2.2.2. the In-House Trainings is delivered personally by the In-House Trainer with no intent of personal commercial gain and as part of the In-House Trainer’s employment obligations towards the Employer, and the persons to be trained will not be charged for the training;
 - 2.2.3. the In-House Trainer is aware that trainings on the safe use of diisocyanates should always be provided by experienced individuals with the required

expertise in the safe use of hazardous substances at the workplace and in related environmental, and health and safety issues, and with the necessary qualifications according to the rules and regulations at the place where the trainings shall be delivered; and

- 2.2.4. the In-House Trainer has read and understood the present Terms and Conditions.
- 2.3. Registration and use of the Teaching Materials is further subject to the condition that the In-House Trainer will provide each person having successfully completed the In-House Training with a certificate of ISOPA/ALIPA.
 - 2.3.1. The certificate shall serve as confirmation that the training has been successfully completed.
 - 2.3.2. Certificates need to be ordered for each person to be trained with the help of the Teaching Materials when first registering within the meaning of Section 2.2 above and subsequently before each additional training session.
 - 2.3.3. For this purpose, the In-House Trainer shall communicate the number of persons to be trained with the help of the Teaching Materials and any additional information, as directed by ISOPA/ALIPA.
 - 2.3.4. Any transfer of personal data will be governed by the ISOPA/ALIPA Data Protection Policy and applicable data protection rules.
 - 2.3.5. Access to the training material is set at a flat fee of 500 EUR per legal entity when first registering with ISOPA/ALIPA within the meaning of Section 2.2 above.
 - 2.3.6. For any purchase of certificates the currently set fee of 15 EURO per certificate.
 - 2.3.7. ISOPA/ALIPA may review the level of the fees indicated above at any time.
- 2.4. After the successful registration, ISOPA/ALIPA shall provide copies of the Teaching Materials for the applicable Training Path. The copies will initially be provided in pdf format, but they may be provided in other formats at a later stage depending on the practical experience gained with the delivery of the Teaching Materials and any relevant technological developments.

3. Use of the Teaching Materials

- 3.1. The In-House Trainer may use the Teaching Materials for the sole purpose of performing In-House Trainings on the safe use of diisocyanates. The In-House Trainer may not use the Teaching Materials for other purposes not foreseen by the Terms and Conditions.
- 3.2. The In-House Trainer may use the Teaching Materials exclusively for presentation purposes during In-House Trainings. The Training Materials may not be used as handouts, be they in electronic or hardcopy format, before, during or after trainings. Should the In-House Trainers wish to provide handouts, they are hereby advised to use the posters that are available online on the website

www.safeusediisocyanates.eu. The In-House Trainer may not reproduce, modify, or publish, in part or completely, the Teaching Materials.

- 3.3. The In-House Trainer may not license, sub-license, resell or otherwise transfer the right to use the Teaching Materials to other persons or entities. In particular, the sale of the right to use the Teaching Materials is not permitted.
- 3.4. Features which serve to identify the Teaching Materials (e.g. ISOPA, ALIPA and safeusediisocyanates logos, any serial numbers, etc.) may not be removed from the Teaching Materials. They may not be copied, modified or transferred to third parties.
- 3.5. The In-House Trainer shall secure Teaching Materials against access by unauthorised third parties. The In-House Trainer shall take suitable measures for this purpose. In particular, the Trainer undertakes to keep all copies of the Teaching Materials in a place protected from access by unauthorised third parties.

4. No Promise to Contract

Nothing in the present Terms and Conditions may be construed as an offer or a promise to contract, and no one may claim a right to register as an In-House Trainer or obtain access to the Teaching Materials. ISOPA/ALIPA reserve the right to decide at their own discretion and on a case-by-case basis whether or not to accept a registration of an In-House Trainer or grant access to the Teaching Materials.

5. Liability

- 5.1. In-House Trainers should be aware that according to applicable EU legal requirements training on the safe use of diisocyanates must be conducted by experts on occupational safety and health with competence acquired by relevant vocational training. Additional rules and regulations may apply depending on the law and practice that is applicable at the place where the training is to be performed.
- 5.2. The In-House Trainer shall be solely responsible for taking the necessary steps to obtain any permit or licence required for the performance of the In-House Training or for complying with any other legal, professional, contractual, tax, or other obligation that may govern the performance of the training at the place where the training is to be performed
- 5.3. ISOPA/ALIPA make no warranty or guarantee, expressed, or implied regarding the fitness of the Teaching Materials for a particular purpose or that the Teaching Materials are suitable or appropriate for the specific requirements of the In-House Trainer, his or her Employer, the persons to be trained with the help of the Teaching Materials, or any other person or entity.
- 5.4. ISOPA/ALIPA make no warranty or guarantee, expressed, or implied, regarding the compatibility of the electronic copies of the Teaching Materials with IT hardware, operating systems, or software used by the In-House Trainer or other persons.
- 5.5. ISOPA/ALIPA shall not be held liable for any damage caused or sustained by the In-House Trainer, including any damage caused by the In-House Trainer to third

parties during or as a consequence of use of the Teaching Materials, except in the event of wilful misconduct or gross negligence on the part of ISOPA/ALIPA.

- 5.6. ISOPA/ALIPA will not be liable for any general, special, incidental, or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the In-House Trainer, his or her Employer, the persons to be trained with the help of the Teaching Materials, or any other person or entity, out of the use or failure to use the Teaching Materials.
- 5.7. ISOPA/ALIPA accepts no liability whatsoever for defects of title. In particular, ISOPA/ALIPA assume no liability that any contractual property rights that may be transferred by means of the Terms and Conditions are valid, commercially exploitable, technically feasible or usable or that any contractual property rights or contractual know-how that may be transferred by means of the present Terms and Conditions do not infringe the rights of third parties.

6. Term

ISOPA/ALIPA grant access to the Teaching Materials at their discretion. They may block access to Teaching Materials at any time, for whatever reason, in particular if ISOPA/ALIPA have reasonable grounds to believe that the In-House Trainer performs trainings without ordering certificates, or the Teaching Materials are being used by unauthorised persons.

7. No Waiver of Rights

If ISOPA/ALIPA fail to enforce, or delays in enforcing, an obligation, or fails to exercise, or delays in exercising, a right under these Terms and Conditions, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right, unless expressly stated to the contrary. Any waiver of any Term or Condition will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

8. Governing Law and Settlement of Disputes

- 8.1. All issues, questions and disputes concerning the validity and interpretation of the present Terms and Conditions will be governed by and construed in accordance with Belgian law. No effect shall be given to any other choice of law or to any conflict-of-laws rules or provisions that would result in the application of the laws of any country other than Belgium.
- 8.2. Any dispute regarding the validity or interpretation of the Terms and Conditions, which cannot be settled through mediation, shall be submitted to the exclusive jurisdiction of the courts of Brussels.

9. Review of the Terms and Conditions

ISOPA/ALIPA may review and revise the present Terms and Conditions at any time. The respective current version applies from the time of its publication.

The European Diisocyanate and Polyols Producers Association AISBL, (“ISOPA”), is an international association according to Belgian law, located at Rue Belliard 65, 1040 Brussels, Belgium, with Belgian company and VAT number BE0649 434 695.

The European Aliphatic Isocyanates Producers Association AISBL, (“ALIPA”), is an international association according to Belgian law, located at Rue Belliard 65, 1040 Brussels, Belgium, with Belgian company and VAT number BE 0673 850 981.

These Terms and Conditions date from 10 March 2023