



## ITI INSTRUCTOR-LED TRAINING SERVICE AGREEMENT

This ITI Instructor-Led Training Service Agreement (the “Agreement”) is entered into by and between Industrial Training International LLC, a Washington corporation (“ITI”), and the customer (“Customer”) and is made effective as of the date of execution of the Purchase Agreement by each of the parties hereto (the “Purchase Agreement”). In consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the authorized representatives of the parties, on behalf of the parties hereto, agree as follows.

1. **ITI Obligations.** ITI shall deliver training courses and events (“Training Events”) with an ITI Instructor, over a pre-determined number of days or hours, customized to meet Customer needs, schedules, shifts, types of equipment used and availability.
2. **Customer Obligations.** The Customer shall provide the following to make for a successful Training Event.
  - a. **Classroom Environment**
    - i. Classroom facility, set-up classroom style (tables and chairs).
    - ii. Computer projector and screen.
    - iii. Dry eraser board with markers.
    - iv. Some specialty programs require additional audio/visual equipment. If necessary, this will be discussed with you.
  - b. **Hands-On Training Environment**
    - i. An area near the classroom is desirable.
    - ii. Access to all available rigging gear (slings, sling protection, shackles and rigging hardware, taglines, blocking/cribbing, etc.
    - iii. A variety of loads to be rigged and moved.
    - iv. Access to mobile crane or overhead crane or lifting devices.
    - v. Access to the equipment to be trained on, as applicable.
    - vi. If the Training Event includes certification or qualification testing (e.g., NCCCO), additional equipment and/or classroom setup may be required. Your test site coordinator will receive this information prior to any scheduled events.
    - vii. If the classroom facility, rigging gear, or equipment are not available, ITI can provide or make arrangements for them. All rental fees and expenses incurred are the responsibility of the Customer. If a Customer employee or contractor breaks or damages any of ITI’s owned or rented equipment, the Customer is responsible to reimburse ITI for the repair or replacement of the equipment.
3. **Fees & Payment.** Training Fees are described in the Purchase Agreement and may include a training rate for local and long-distance single-day, multiple-day and weekend programs, student material sets, shipping or freight expenses, instructor travel time and travel-related expenses, certification and/or qualification exam fees, and applicable licensing fees, equipment and/or facility rental fees.
  - a. ITI requires payment not to exceed Net 30 days after receipt of invoice. Prices are quoted in USD unless otherwise noted. Payment terms exceeding Net 30 will result in a minimum 5% increase to the Total Program Cost and will not exceed 10%.
  - b. ITI’s Federal ID# is 86-3387432.
4. **Confirmations.** A Training Event shall be considered *Confirmed* under any of the following circumstances:
  - a. Customer digitally signs an ITI Estimate; or,
  - b. Customer provides written confirmation via email; or,
  - c. Customer provides a purchase order.
5. **Cancellation and Rescheduling.**
  - a. **Client Site:** If the Customer needs to cancel or reschedule a Confirmed Training Event, to avoid any fees, a written notice must be received by ITI no later than 30 days before the first day of the Confirmed Training Event. If the Customer cancels less than 30 days before the first day of the Confirmed Training Event, the Customer shall be responsible to pay up to the total amount of the Training Event.
  - b. **ITI Training Center:** With 30 days’ notice, (1) a full refund will be issued less a 5% processing fee, or (2) fees may be applied towards another program held within 1 year. Cancellations made within 30 days of the program start date, including re-scheduling and “no-shows” will be liable for the entire fee. Substitutions of personnel are permitted. If registering 4 or more participants in any one program, a 60-day notice is required for a full refund, less the processing fee. Please contact ITI for full details.
    - i. If it is necessary for ITI to cancel a program, you will be notified at least one week prior to the class start date. Please purchase airline tickets accordingly and check with your travel agent. ITI will not be responsible for non-refundable travel fees
6. **Insurance.** Certificates of Insurance are available upon request. “Additional Insured” requests can be provided. ITI’s insurance policies include General Liability, Professional and Automobile Liability.
7. **General Terms.**
  - a. Video or audio recording of Training Events is not permitted.
  - b. Shipping instructions.
    - i. ITI normally ships student materials and course equipment via UPS three weeks prior to the Training Event start date.
    - ii. Upon receipt of the shipment, please store the items in a secure location until ITI’s instructor arrives. The Customer is fully responsible for the security of these items.
    - iii. Rigging Gear Inspection Programs require program-specific gear boxes which are shipped via truck freight and require a forklift to unload (500 lb. boxes).
    - iv. Return shipments to ITI (or designated destination) using included return labels of ITI arranged couriers.
    - v. All equipment being returned must be shipped within 3 days of the program completion date. Such equipment includes dynamometers, tablets, and program-specific gear boxes.

- vi. The Customer is responsible for arranging pickup of UPS or FedEx labeled shipments. ITI will arrange freight pickup and provide Customer with bill of lading and labels.
- vii. If not returned in a timely manner, or if lost or stolen, the Customer may be charged for rental or replacement of the equipment.
- viii. ITI's instructor will assist the Customer in packing up and securing items being returned to ITI.
- ix. Questions regarding shipments may be sent to ITI Logistics at 360.225.1100 or email [shipping@iti.com](mailto:shipping@iti.com).
- x. Ship all materials and equipment to the address below, unless otherwise advised:

Industrial Training International  
Attn: ITI Logistics  
9428 Old Pacific Hwy  
Woodland, WA 98674