



# CMSE

## Certified Machinery Safety Expert

Terms and Conditions



## **Terms and Conditions**

### **1. GENERAL SCOPE**

These General Terms and Conditions shall apply to all current and all future CMSE training contracts between Pilz Australia Industrial Automation L.P. ('Pilz') and the Candidate, unless other General Terms and Conditions of Pilz have been otherwise incorporated into these terms and conditions

### **2. APPLICATION**

Application for CMSE (Certified Machinery Safety Expert) training is made by completing the CMSE application form. CMSE application form may be downloaded from the CMSE web site ([www.CMSE.com](http://www.CMSE.com)) or can be requested from the local CMSE organisation.

Only forms in Pilz format will be accepted – forms will not be accepted in any other format.

In case of error or omissions on the CMSE application, the form may be returned to the candidate for further information or clarifications may be requested.

### **3. COURSE PRE- REQUISITES**

CMSE training is aimed at professionals involved in machine specification, design, construction, safety, maintenance and/or upgrades, such as Automation, Electrical, Mechanical Engineers, Machine Designers, Maintenance Personnel, Project Engineers, Safety Engineers and Health and Safety Managers.

Candidates need to prove at least one year of practical experience in one or several areas relating to machinery safety (for example, technology, safety-related design and construction, safety-related maintenance and repair).

Ideally, candidates must possess formal qualifications in the areas of general science/ engineering/ technology/ construction & design or maintenance & repair of machinery from a University/Technical College of which the training lasted 2 or more years.

If no professional training or no degree of a technical college, university of applied sciences or university is available, long-term professional experience can be recognised.

Candidates may be requested to submit scanned copies of the qualifications to verify entry criteria are met. Only currently valid certificates require submitting.

Pilz reserves the right to decline an application on the failure to meet the above eligibility criteria or if, in its judgment, a candidate may be unsuitable for or disruptive to the CMSE training.

### **4. CONFIRMATION OF PARTICIPATION**

Candidates who meet the pre-requisite eligibility requirements will receive written confirmation of registration within five working days. As the number of participants is limited, applications will be accepted on a first-come first-served basis. Participants' will receive written confirmation with confirmed training dates, location, etc. in advance of the training.

By submitting the CMSE application, participants agree to abide by CMSE terms and conditions.

Pilz shall contact participants who do not meet the eligibility requirements to advise possible alternatives.

## 5. PROVISION

The training fee entitles the participant to the following provisions: participation, training documentation and materials, examination fee, and TÜV NORD certificate on successful completion of an examination.

## 6. EXAMINATION

Each participant must attend all five CMSE modules of training before sitting a multiple-choice examination. Rules of examination must be adhered to by all participants. The examination shall be in the language in which the training was delivered.

Participants are given 60 minutes to complete an open book examination consisting of 40 multiple choice questions. A minimum of 32 correct answers out of 40 must be achieved in order to attain CMSE certification (corresponding to a score of 80% or higher).

Results shall be communicated by email to each participant three weeks after the examination. Results will not be provided over the phone. Participants that are unsuccessful in the examination will be advised of possible examination resit dates.

## 7. CERTIFICATION

Participants who successfully complete the CMSE Examination, shall receive a TÜV NORD accredited certificate which is valid for a period of four years from the date of a pass examination result. Once the four years have elapsed, participants must return for one day refresher training in order to retain certification for another four years from the date of the expiry of the original certification date. Refresher training will consist of a review of legislation changes in relation to machinery safety, along

with the introduction of new machinery safety developments and technologies.

Candidates must agree to the Requirements of Certification as stated in the application form in order to attend training.

To retain certification participants shall:

- inform Pilz of changes of address
- inform Pilz of any complaints raised against any participant, where such complaint is based on their status as CMSE certified
- stay updated on the latest status of policies on machinery safety

## 8. CANCELLATION

Participants may be substituted at any time up to course commencement with no extra charge subject to application and eligibility requirements.

If the training course is oversubscribed or cancelled by the CMSE Organisation due to insufficient numbers, participants will be advised 10 working days in advance. Every effort will be made to provide a suitable replacement booking.

CMSE Organisation reserve the right to alter or cancel dates or venues and the full fee will be refunded in these cases.

## 9. FEES

The training fees stated are per participant and include all tuition and documentation plus any applicable taxes and will be subject to the payment terms of the relevant Pilz country at the invoicing or payment stage.

Fees may be subject to alteration and will be confirmed at the time of booking. The fees do



not include participant travel, accommodation or costs for accessing the online course.

#### 10. SAFETY

Course attendees should observe all safety guidelines issued by Pilz on arrival to the training. For courses on site at customers' premises, the responsibility for safety lies entirely with the customer. Any damage to materials or personal damage that may occur within customer premises is the liability of the customer.

#### 11. EXCLUSION OF LIABILITY

**Pilz reserves the right to cancel training courses, even after participation has been confirmed. If necessary, Pilz also reserve the right to change the venue and/or time. This shall not constitute grounds for compensation from Pilz.**

Pilz will not be liable for any breaches of these terms and conditions caused by events or circumstances beyond its control such as (but not limited to) strikes, service outages, floods, earthquakes, volcanoes, pandemics and associated public health restrictions, terrorism, civil unrest, transport delays or failures.

Pilz will make all reasonable endeavours to provide accurate course content and materials. However, due to the continuously changing nature of the regulations and standards, Pilz shall have no liability whatsoever in contract, tort, including negligence, breach of statutory rights or otherwise, for any loss or damage suffered as a consequence of or due to information provided during the training.

Pilz, its parent company or affiliates make no warranties or representation either expressly or implied for the training material and Pilz accepts

no responsibility whatsoever for errors or omissions in technical information that is provided either verbally or in writing during training or is contained in the documentation. Neither does Pilz accept responsibility for any consequential damage or loss or any loss or corruption to data.

In all circumstances Pilz's total liability shall be limited to the fees paid by the participant except for liabilities that cannot be limited by under the relevant governing law of these terms and conditions

#### 12. INTELLECTUAL PROPERTY

All intellectual property associated with the training material remains the property of Pilz, its parent company or affiliates and participants agree not to make any audio, video or other form of recording of the training proceedings. Training material shall not be duplicated, adapted forwarded, utilised, reverse engineered, decompiled or made available to third parties or for unauthorised purposes. The Pilz or CMSE trademark, trade name, design or logo may not be used without prior permission of Pilz. Any infringement shall entitle the CMSE Organisation to seek compensation.

All course materials etc. are copyright of the CMSE Organisation and may not be reproduced in any form or media without the express written permission of Pilz.

All course material can only be used for the purposes for which they were intended.

The CMSE Organisation reserves the right to adjust the content of any course to reflect any new developments that may occur.

CMSE is a registered trademark of Pilz GmbH & Co. KG.

### 13. TERMINATION

Pilz may terminate the contract with the participant on following instances:

- a. All relevant fees have not been paid before commencement of course;
- b. Participant has breached these terms and conditions or the terms of the Application Form;
- c. Participant acts in a way that is aggressive, abusive or otherwise disruptive towards the trainer or other participants
- d. Participant acts in a way that is likely to damage or bring the brand of Pilz or CMSE into disrepute.

### 14. DATA PROTECTION

All personal data received in relation to CMSE training will be processed in accordance with relevant data protection law, including where applicable, European General Data Protection Regulations (GDPR). For the Pilz general data protection policy please access the following link <https://www.cmse.com/en-INT/privacy>.

### 15. GOVERNING LAW AND JURISDICTION

These terms and conditions are governed by the law of the Pilz country and subject to the jurisdiction of the courts of that country.



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