

GENERAL TERMS AND CONDITIONS

Article 1: Applicability

- 1.1 These Terms and Conditions apply to all offers and agreements for the execution of instructions by Feedback Training & Consulting, hereinafter referred to as the 'contractor'.
- 1.2 The general terms and conditions of the client do not apply to the execution of instructions by the contractor.
- 1.3 Deviations from these General Terms and Conditions are valid only if and insofar as they are agreed and confirmed in writing by the contractor to the client.
- 1.4 By giving an instruction, the client accepts these General Terms and Conditions.

Article 2: Offers

- 2.1 All offers are made without obligation unless explicitly stated otherwise by the contractor in writing. All offers are based on the information provided by the client during the intake/preparatory meetings, which information is deemed correct by the contractor.
- 2.2 The offer comprises of a detailed description of the work to be performed and the materials to be supplied.
- 2.3 The offer states the time at which the work can commence, an indication of the duration thereof and provides an insight into the rate and the pricing mechanism that will be applied, as well as the method of payment and terms and conditions.

Article 3: Rates

- 3.1 All rates quoted by the contractor are exclusive of VAT unless explicitly stated otherwise.

Article 4: Formation of the agreement

- 4.1 The agreement is formed through acceptance of the instruction. This acceptance is, among other things, evidenced by a written confirmation from the contractor and/or the client signing the confirmation of instruction, or by the contractor having commenced the performance of the agreement.

Article 5: Execution of the instruction

- 5.1 If the contractor is unable to perform an agreement due to circumstances he was not aware of at the time the agreement was formed, the contractor will, in consultation with the client, be entitled to unilaterally change the agreement to the extent that performance thereof does become possible.
- 5.2 The contractor is, in consultation with the client, entitled to suspend the fulfilment of his obligations if, due to circumstances which could not have reasonably been foreseen at the time of conclusion of the agreement and which were outside his sphere of influence, he is temporarily unable to fulfil his obligations.
- 5.3 The client has to submit complaints about the way in which an instruction is executed to the contractor in writing within eight days of such execution, failing which every liability pursuant to improper execution will have lapsed.
- 5.4 An inferior performance by the contractor does not entitle the client to a refund of the agreed rate. Instead, the contractor or a colleague will carry out the instruction again. In that case, the contractor will only pay the accommodation costs and any new material costs.
- 5.5 If carrying out the instruction again is not possible or if the performance is once again inferior, any liability on the part of the contractor will be explicitly limited to the amount equal to the amount the client was charged, or at least could have been charged, by the contractor in respect of that agreement. Every further liability is, therefore, explicitly excluded.
- 5.5 The contractor excludes any form of liability for damage arising from or in connection with any unlawful acts or omissions or a failure in the performance of an obligation by the contractor or by a business partner and/or supplier engaged by the contractor for the execution of the work assigned by the client.

Article 6: Cancellation by the client

- 6.1 The client is entitled to cancel an instruction. If the cancellation is effected between four and two weeks prior to the agreed date of execution of the instruction, the client owes 50% of the agreed price. In the event of late cancellation, the client must pay the full rate.
- 6.2 Cancellation of an instruction must be effected in writing.

Article 7: Cancellation by the contractor

- 7.1 The contractor is entitled to cancel the execution of the work without having to state the reasons, in which case the client is entitled to a refund of the full amount paid to the contractor for that part of the instruction the cancellation relates to, provided payment was already made by the client.
- 7.2 The cancellation of an instruction must be confirmed in writing after any notification by telephone or in person.

- 7.3 Open registration training is subject to a statutory cooling-off period of 14 days. Any costs already incurred will be invoiced.

Article 8: Engagement of third parties

- 8.1 The contractor can engage third parties for the execution of an instruction only after notification to and consultation with the client.

Article 9: Payment

- 9.1 The client must pay the invoices of the contractor within 14 days of the invoice date,
- 9.2 If the payment term is exceeded, the client is in default. The client owes contractual interest of 1% per month on the outstanding balance, starting on the day on which default commences. A part of the month is deemed a full month.
- 9.3 If the client is in default, the contractor reserves the right to exclude the client from any follow-up instructions.
- 9.4 If the client is in default of payment or fails to fulfil any other obligation from an agreement, the contractor, without judicial intervention, will be entitled to partially or fully dissolve that agreement, without prejudice to the right of the contractor to claim full compensation.
- 9.5 Both the contractor and the client are entitled to terminate this agreement with immediate effect if the other party has applied for a moratorium on payments or has been declared insolvent or, if the client is a natural person, has been placed under guardianship, if the statutory debt restructuring scheme for natural persons is declared applicable to him, if he otherwise loses the right to dispose of his assets or dies.
- 9.6 All extrajudicial collection charges are fully payable by the client, subject to a minimum of 15% of the outstanding amount. The above charges are deemed to include the fees and costs of lawyers, bailiffs and collection agencies, which costs and fees are set in accordance with the current or usual rates.

Article 10: Intellectual property

- 10.1 Without the written approval from the contractor, the client is not permitted to sell or show designs, illustrations, drawings, models, software, offers and suchlike (hereinafter: documents) provided by the client, to third parties, to make them available to third parties or to otherwise multiply or disclose them. The client is entitled to multiply these documents for personal use, insofar as reasonable within the scope of the instruction.
- 10.2 The copyrights, as well as all other intellectual property rights on these documents, are vested in the contractor.
- 10.3 The client is obliged to return the documents on demand of the contractor, subject to a fine of €500 a day.

Article 11: Confidentiality

- 11.1 Details of the instructions may not be disclosed by the contractor to third parties without the approval of the client unless this is required for the correct execution of the instruction.

Article 12: Applicable law and competent court

- 12.1 All offers and agreements in relation to the execution of instructions are governed by the laws of the Netherlands.
- 12.2 Disputes arising from or in connection with an offer to or an agreement with the client will be settled by the competent court of Amsterdam.