

General terms and conditions De Booij Training & Consultancy 2020

1. Scope of application

These General Terms and Conditions are applicable to all De Booij Training & Consultancy's legal acts, offers, proposals, and the conclusion and fulfillment of all agreements concluded between Client and De Booij Training & Consultancy, unless it has expressly been agreed otherwise in writing in the assignment.

De Booij Training & Consultancy excludes the applicability of Client's general conditions and purchase conditions to the agreements concluded between Client and De Booij Training & Consultancy.

If De Booij Training & Consultancy does not always demand strict compliance with these General Terms and Conditions, this does not mean that the provisions in these General Terms and Conditions do not apply or that De Booij Training & Consultancy would to any extent lose the right to require strict compliance with these General Terms and Conditions in other cases.

2. Proposals and assignments

De Booij Training & Consultancy's proposals are without obligation and are valid for 14 days, unless otherwise indicated in writing. The offer will lapse if Client does not accept it within the aforementioned period. After expiry of the offer, De Booij Training & Consultancy is entitled to change the offer.

Client guarantees the correctness and completeness of the requirements and information, provided by or on its behalf, on which De Booij Training & Consultancy bases the quotation. If this information proves to be incorrect or incomplete, De Booij Training & Consultancy has the right to change the quotation or to terminate the assignment.

The amounts stated in the proposal are excluding VAT, unless stated otherwise.

Further oral agreements and stipulations between the De Booij Training & Consultancy and Client are only binding after they have been confirmed in writing by De Booij Training & Consultancy.

3. Payment and collection charges

All payments must be made within 30 days of the invoice date without deductions, settlement or suspension. Objections to the amount of an invoice do not suspend the payment obligation.

If Client fails to fulfil its payment obligation within these 30 days, Client will owe statutory interest and extrajudicial collection costs from that time until the time of payment.

4. Intellectual property and confidentiality

All rights with regard to services, products and products of the mind that De Booij Training & Consultancy develops and uses, regardless of their nature, including advice, opinions, strategies, working methods, software, training programs, courses, methods, brochures and the like, are exclusively vested in and accrue to De Booij Training & Consultancy and/or its licensors and never accrue to Client.

De Booij Consultancy & training and Client may agree that the rights referred to in the first paragraph are assigned entirely or in part to Client. This assignment and any conditions under which the assignment takes place will always be laid down in writing. De Booij Training & Consultancy may attach conditions to this assignment of rights, including paying a Fee determined by De Booij Training & Consultancy.

Client is not permitted to remove or change any designations concerning copyrights, brands, trade names or other rights from the material, including designations concerning the confidential character and secrecy.

If the provisions of this article are violated, Client will indemnify De Booij Training & Consultancy against all damages suffered and to be suffered as a result, in particular if there are claims from third-party copyright owners.

De Booij Consultancy & training and Client are obliged to maintain the confidentiality of all confidential information, facts and circumstances that come to the attention of the other party within the framework

of the assignment, originating from each other or another source, about which it can be reasonably understood that disclosure or communication to third parties could damage De Booij Training & Consultancy or Client. Third parties who are involved in the execution of the assignment will be bound to the same confidential handling of these facts and circumstances originating from the other party.

5. Liability and indemnity

De Booij Training & Consultancy's liability due to attributable breach in the performance of its obligations under the assignment only arises if Client immediately gives De Booij Training & Consultancy proper notice of default in writing, and in the process enables De Booij Training & Consultancy to remedy the breach, or to limit damages, within a reasonable term and for its own account, and De Booij Training & Consultancy continue to be in breach of their obligations after this term. The notice of default must contain an as detailed as possible description of the breach, so that De Booij Training & Consultancy is able to respond effectively.

De Booij Training & Consultancy is only liable to Client due to attributable breach in the performance of their obligations under the assignment and only for direct damages attributable to De Booij Training & Consultancy, and then only for alternative compensation, i.e. compensation for the value of the failed performance. Any liability on the part of De Booij Training & Consultancy for any other kind of damages is excluded, including additional compensation in any form whatsoever, as well as compensation for indirect or consequential damages or damages due to loss, lost turnover or profit, loss of savings, loss due to business interruption and damage to image.

If De Booij Training & Consultancy is liable to Client pursuant to the previous paragraphs of this article, this liability is limited to the amount of the fee, at least to that part of the fee that is charged to Client or to which the liability relates.

De Booij Training & Consultancy is not liable for damages that arise due to the defectiveness of equipment, software, data carriers, registers or other means used by it in the performance of the assignment, none of which are excluded, nor for damages caused by the interception by third parties of audio and/or data transmissions from telephones, faxes, or e-mails and the possible forging thereof.

All liability expires after the passing of one year from the time the assignment has ended due to completion, termination or giving notice to terminate.

Client indemnifies De Booij Training & Consultancy against any claims by third parties that suffer damages in connection with the implementation of the agreement for which the cause is not attributable to De Booij Training & Consultancy. If De Booij Training & Consultancy should be approached by third parties on this basis, then Client is obliged to assist De Booij Training & Consultancy both in and out of court, and to do everything that may be expected of it in such a case and without delay. Should Client fail to take adequate measures, then De Booij Training & Consultancy is entitled to resort to this themselves, without notice of default. All costs and damage on the part of De Booij Training & Consultancy and third parties acting on its behalf arising from this will be borne entirely by Client.

6. Force Majeure

Force majeure may be invoked if the stated circumstances affect De Booij Training & Consultancy as well as if the circumstances affect third parties engaged by De Booij Training & Consultancy.

In the event of Force Majeure, De Booij Training & Consultancy is entitled to suspend the performance of the agreement and De Booij Training & Consultancy will do everything in their power to perform the assignment as soon as possible.

If the period in which fulfilment of the obligations by De Booij Training & Consultancy is impossible due to force majeure lasts longer than one month, De Booij Training & Consultancy as well as the Client are entitled to terminate the agreement entirely or in part, without any obligation to pay each other compensation.

If De Booij Training & Consultancy have already partially fulfilled their obligations on the occurrence of force majeure, or can only partially fulfill their obligations, De Booij Training & Consultancy is entitled to charge separately for goods or services already delivered, and Client is obliged to settle this invoice.

7. Complaints, disputes and applicable law

Complaints will be communicated to De Booij Training & Consultancy in writing as soon as possible, but in any case, within one month of completion of the assignment, failing which Client will be deemed to have fully accepted the result of the assignment.

The assignment between De Booij Training & Consultancy and Client is governed by Dutch law.

Should disputes arise between Parties that cannot be settled amicably, they will be submitted to the competent court of the district in which De Booij Training & Consultancy is based.

8. Other provisions

The version of the General Terms and Conditions, as applicable at the time the assignment is established, applies to the assignment.

If any provision of these General Terms and Conditions is null and void or is voided, the other provisions of these General Terms and Conditions will remain fully in effect. In that case, De Booij Training & Consultancy will consult with the aim of agreeing new provisions to replace the void or voided provisions. In doing so, the purpose and meaning of the void or voided provisions will be taken into account as far as possible