

## **General terms and conditions – Heemskerk academy**

### **Article 1 General**

These terms and conditions apply to every offer, quotation and agreement between Heemskerk academy, hereinafter referred to as: "Contractor", and a Client to whom the Contractor has declared these terms and conditions applicable, insofar as these terms and conditions are not expressly and in writing by the parties deviated.

"The present conditions also apply to actions by third parties engaged by the Contractor within the framework of the / an assignment". Contractor. The applicability of any purchase or other conditions of the Client is expressly rejected.

If one or more provisions in these general terms and conditions are at any time wholly or partially invalid or should be declared null and void, then the other provisions in these general terms and conditions remain fully applicable. The Contractor and the Client will then enter into consultation in order to agree new provisions to replace the void or voided provisions, taking into account as much as possible the purpose and scope of the original provisions.

If there is uncertainty about the interpretation of one or more provisions of these general terms and conditions, the explanation must take place "in the spirit" of these provisions.

If a situation occurs between parties that is not regulated in these general terms and conditions, then this situation must be assessed in the spirit of these general terms and conditions.

If the Contractor does not always demand strict compliance with these conditions, this does not mean that the provisions thereof are not applicable, or that the Contractor would lose the right to demand strict compliance with the provisions of these conditions in other cases.

### **Article 2 Offers, quotations**

All quotations and offers from the Contractor are free of obligation, unless a period for acceptance is stated in the quotation. If no acceptance period has been set, the offer always expires after 30 days.

The Contractor cannot be held to its quotations or offers if the Client can reasonably understand that the quotations or offers, or a part thereof, contain an obvious mistake or error.

The prices stated in a quotation or offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel and accommodation, shipping and administration costs, unless stated otherwise.

If the acceptance (whether or not on minor points) deviates from the offer included in the offer or the offer, then the Contractor is not bound by this. The agreement will then not be concluded in accordance with this deviating acceptance, unless the Contractor indicates otherwise.

A compound quotation does not oblige Contractor to perform part of the assignment against a corresponding part of the stated price. Offers or quotations do not automatically apply to future orders.

### **Article 3 Contract duration, execution times, risk transfer, execution and modification agreement, price increase**

The agreement between the Contractor and the Client is entered into for a definite period of time, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.

If a period has been agreed or specified for the execution of certain activities or for the delivery of certain goods, then this is never a strict deadline. If a term is exceeded, the Client must therefore give the Contractor written notice of default. The contractor must be offered a reasonable period of time in which to execute the agreement.

The contractor will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the current state of science.

The contractor has the right to have certain work done by third parties. The applicability of Article 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is expressly excluded.

If work is carried out by the Contractor or third parties engaged by the Contractor within the framework of the assignment at the location of the Client or at a location designated by the Client, the Client will provide the facilities reasonably required by those employees free of charge.

The contractor is entitled to execute the agreement in different phases and to invoice the executed part separately.

If the agreement is executed in phases, the Contractor may suspend the implementation of those parts that belong to a subsequent phase until the Client has approved the results of the preceding phase in writing.

The Client will ensure that all data, which the Contractor indicates to be necessary or which the Client should reasonably understand to be necessary for the performance of the agreement, is provided to the Contractor in a timely manner. If the information required for the implementation of the

agreement is not provided to the Contractor in time, the Contractor has the right to suspend the performance of the agreement and / or to charge the Client for the additional costs resulting from the delay in accordance with the then usual rates bring. The execution period does not start until after the Client has made the data available to the Contractor. The Contractor is not liable for damage of any nature whatsoever, because the Contractor has assumed incorrect and / or incomplete data provided by the Client.

If during the execution of the agreement it appears that for a proper execution thereof it is necessary to change or supplement it, then the parties will proceed to adjust the agreement in a timely manner and in mutual consultation. If the nature, scope or content of the agreement, whether or not at the request or instruction of the Client, of the competent authorities, etc., is changed and the agreement is thereby amended in qualitative and / or quantitative terms, this may have consequences for what was originally agreed. As a result, the originally agreed amount can also be increased or decreased. The Contractor will provide a quotation thereof in advance as much as possible. Furthermore, the originally specified term of implementation can be changed by changing the agreement. The Client accepts the possibility of amending the agreement, including the change in price and execution time.

If the agreement is amended, including an addition, the Contractor is entitled to implement it only after approval has been given by the person authorized within the Contractor and the Client has agreed to the price and other conditions specified for the performance, including understood the time to be determined at which time it will be implemented. Failure or immediate implementation of the amended agreement does not constitute a breach of contract on the part of the Contractor and is no reason for the Client to cancel or cancel the contract.

Without failing to do so, the Contractor may refuse a request to amend the agreement if this could result in qualitative and / or quantitative respect, for example, for the work to be performed or the goods to be delivered in that context.

If the Client should be in default in the proper performance of that which he is obliged to the Contractor, the Client is liable for all damage caused by the Contractor directly or indirectly as a result.

If the Contractor agrees a fixed fee or price with the Client, the Contractor is nevertheless entitled to increase this fee or price at any time without the Client being entitled in that case to terminate the agreement for that reason, if the increase of the price arises from a power or obligation under the laws or regulations or is caused by an increase in the price of raw materials, wages, etc. or on other grounds that were not reasonably foreseeable when entering into the agreement.

If the price increase, other than as a result of a change to the agreement, amounts to more than 10% and takes place within three months after the conclusion of the agreement, only the Client who is entitled to appeal to Title 5, Section 3 of Book 6 of the Dutch Civil Code is entitled to the terminate the agreement by a written statement, unless the Contractor is then still prepared to execute the agreement based on the originally agreed amount;

if the price increase results from a power or an obligation resting on the Contractor under the law;

if it is stipulated that the delivery will take place longer than three months after the conclusion of the agreement;

or, upon delivery of an item, if it is stipulated that the delivery will take place longer than three months after the purchase.

### **Article 4 Suspension, dissolution and early termination of the agreement**

The Contractor is authorized to suspend the fulfillment of the obligations or to dissolve the agreement if the Client does not, not fully or not timely, fulfill the obligations arising from the agreement, after the conclusion of the agreement circumstances give the Contractor knowledge of good ground to fear that the Client will not fulfill its obligations if, at the conclusion of the agreement, the Client was requested to provide security for the fulfillment of its obligations under the agreement and this security is not provided or is insufficient or if due to the delay on the part of the The Client can no longer be required to fulfill the agreement under the originally agreed conditions.

The Contractor is furthermore entitled to terminate the agreement if circumstances arise of such a nature that fulfillment of the agreement is impossible or if circumstances otherwise arise that are of such a nature that the Contractor cannot reasonably be expected to maintain the agreement unchanged .

If the agreement is dissolved, the claims of the Contractor against the Client are immediately due and payable. If the Contractor suspends the fulfillment of the obligations, it retains its rights under the law and the agreement.

If the Contractor proceeds to suspension or dissolution, it is in no way obliged to compensate damage and costs arising in any way.

If the termination is attributable to the Client, the Contractor is entitled to compensation for the damage, including the costs, arising directly and indirectly as a result.

If the Client fails to fulfill his obligations arising from the agreement and this non-compliance justifies dissolution, the Contractor is entitled to dissolve the agreement immediately and with immediate effect without any obligation on his part to pay any compensation or compensation, while the Client, pursuant to in the event of non-performance, compensation or compensation is mandatory.

If the contract is terminated prematurely by the Contractor, the Contractor will arrange for the transfer of work still to be performed to third parties in consultation with the Client. This unless the cancellation is attributable to the Client. If the transfer of the work entails additional costs for the Contractor, these will be charged to the Client. The Client is obliged to pay these costs within the specified period, unless the Contractor indicates otherwise.

In the event of liquidation, (application for) suspension of payment or bankruptcy, of seizure - if and insofar as the seizure has not been lifted within three months - at the expense of the Client, of debt rescheduling or any other circumstance whereby the Client is no longer free has its assets available, the Contractor is free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any compensation or compensation.

The claims of the Contractor against the Client are immediately due and payable in that case.

If the Client cancels an order in whole or in part, then the work that has been carried out and the items ordered or prepared for it, plus any delivery and delivery costs thereof and the working time reserved for the execution of the agreement, will in full be charged to the Client.

#### **Article 5 Force majeure**

The Contractor is not obliged to fulfill any obligation towards the Client if he is prevented from doing so as a result of a circumstance that is not due to fault, and is not for his account by law, legal act or generally accepted views.

In these general terms and conditions, force majeure is understood to mean, in addition to what is understood by law and jurisprudence, all of external causes, foreseen or unforeseen, over which the Contractor cannot exercise influence, but as a result of which the Contractor is unable to fulfill its obligations. . Strikes in the company of the Contractor or of third parties included. The Contractor also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment of the agreement occurs after the Contractor should have fulfilled its obligation.

The contractor may suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than 60 days, then each of the parties is entitled to terminate the agreement, without obligation to compensate damage to the other party.

Insofar as the Contractor has at the time of the occurrence of force majeure partially fulfilled its obligations under the agreement or will be able to fulfill it, and the part fulfilled or to be fulfilled will have independent value, the Contractor is entitled to the part already fulfilled or to be fulfilled to be invoiced separately. The Client is obliged to pay this invoice as if it were a separate agreement.

#### **Article 6 Payment and collection costs**

Payment must always be made within 14 days after the invoice date, in a manner to be indicated by the Contractor in the currency in which the invoice is made, unless otherwise indicated in writing by the Contractor.

For online purchases, such as the e-book or online program, the full amount must be paid before the download link and / or login details become available.

Contractor is entitled to invoice periodically.

If the Client fails to pay an invoice on time, the Client is legally in default. The Client will then owe the statutory interest. The interest on the claimable amount will be calculated from the moment that the Client is in default until the moment of payment of the full amount due.

The Contractor has the right to have the payments made by the Client go first of all to reduce the costs, then to reduce the interest still due and finally to reduce the principal sum and the current interest. The Contractor may, without being in default as a result, refuse an offer for payment if the Client designates a different order for the allocation of the payment. The contractor may refuse full repayment of the principal sum if the vacant and current interest and collection costs are not thereby also paid.

The Client is never entitled to set off what it owes the Contractor. Objections to the amount of an invoice do not suspend the payment obligation. The Client who does not appeal to section 6.5.3 (Articles 231 up

to and including 247 book 6 of the Dutch Civil Code) is also not entitled to suspend the payment of an invoice for any other reason.

If the Client is in default or in default in the (timely) fulfillment of its obligations, then all reasonable costs for obtaining satisfaction out of court will be borne by the Client. The extrajudicial costs are calculated on the basis of what is customary in Dutch collection practice, currently the calculation method according to the Voorwerk II Report. However, if the Contractor has incurred higher collection costs that were reasonably necessary, the costs actually incurred will be eligible for reimbursement. Any legal and execution costs incurred will also be recovered from the Client. The Client also owes interest on the collection costs.

#### **Article 7 Retention of title**

The goods supplied by the Contractor under the Contract remain the property of the Contractor until the Client has properly fulfilled all obligations arising from the contract (s) concluded with the Contractor.

The goods supplied by the Contractor that fall under the retention of title pursuant to paragraph 1. may not be resold and may never be used as a means of payment. The Client is not authorized to pledge or encumber the property subject to retention of title in any other way.

The Client must always do everything that can reasonably be expected of him to safeguard the property rights of the Contractor.

If third parties seize the goods delivered under retention of title or wish to establish or enforce rights thereon, the Client is obliged to immediately inform the Contractor thereof.

In the event that the Contractor wishes to exercise its ownership rights referred to in this Article, the Client gives prior unconditional and irrevocable permission to the Contractor and third parties to be designated by the Contractor to enter all those places where the Contractor's property is located and to take it back.

#### **Article 8 Guarantees, research and complaints, limitation period**

The goods to be supplied by the Contractor meet the usual requirements and standards that can reasonably be imposed on them at the time of delivery and for which they are intended for normal use in the Netherlands. The guarantee referred to in this Article applies to goods that are intended for use within the Netherlands. For use outside the Netherlands, the Client must verify for itself whether the use thereof is suitable for use there and meet the conditions set for this. In that case, the contractor may set other warranty and other conditions with regard to the goods to be delivered or work to be performed.

The guarantee referred to in paragraph 1 of this Article applies for a period of 30 days after delivery, unless the nature of the delivery dictates otherwise or the parties have agreed otherwise. If the guarantee provided by the Contractor relates to an item that was produced by a third party, then the guarantee is limited to that provided by the producer of the item for it, unless stated otherwise.

Any form of guarantee will lapse if a defect has arisen as a result of or results from improper or improper use thereof or use after the expiry date, incorrect storage or maintenance thereof by the Client and / or third parties if, without the Contractor's written permission, the Client or third parties have made changes to the item or have tried to make things, other items have been attached to them that do not need to be confirmed or if these have been processed or processed in a manner other than the prescribed manner.

The Client is also not entitled to a guarantee if the defect has arisen due to or is the result of circumstances beyond the Contractor's control, including weather conditions (such as, but not limited to, extreme rainfall or temperatures), etc.

The Client is obliged to investigate the goods supplied or have them examined, immediately as soon as the goods are made available to him or the relevant activities have been performed. In addition, the Client should investigate whether the quality and / or quantity of the delivery corresponds to what has been agreed and meets the requirements that the parties have agreed in this regard. Any visible defects must be reported in writing to the Contractor within 3 days after delivery. Any non-visible defects must be reported to the Contractor in writing immediately, but in any case, no later than within fourteen days, after discovery thereof. The report must contain a description of the defect that is as detailed as possible, so that the Contractor is able to respond adequately. The Client must give the Contractor the opportunity to investigate a complaint or have it investigated.

If the Client complains in time, this does not suspend its payment obligation. In that case, the Client also remains obliged to purchase and pay for the otherwise ordered items and what he has ordered the Contractor to do.

If a defect is reported later, the Client no longer has the right to repair, replacement or compensation.

If it is established that an item is defective and a timely complaint has been made, the Contractor will return the defective item within a reasonable period of time after receipt thereof or, if return is not reasonably possible, written notice of the defect by the Client, at the Contractor's option, replace or arrange for its repair or pay replacement fee therefor to the Client. In the event of replacement, the Client is obliged to return the replaced item to the Contractor and to transfer ownership thereof to the Contractor, unless the Contractor indicates otherwise.

If it is established that a complaint is unfounded, then the costs incurred as a result, including the research costs incurred by the Contractor as a result, will be borne in full by the Client.

After the warranty period, all costs for repair or replacement, including administration, shipping and call-out costs, will be charged to the Client.

#### **Article 9 Liability**

If the Contractor should be liable, then this liability is limited to what is regulated in this provision.

The Contractor is not liable for damage of whatever nature caused by the fact that the Contractor relied on incorrect and / or incomplete information provided by or on behalf of the Client.

Liability as a result of actions taken by the Client (or purchaser) as a result of online publications, e-books or participated (online) programs are completely rejected by the Contractor. Client always remains responsible for decisions to be made for both the company and the personal finances.

If the Contractor should be liable for any damage, then the Contractor's liability is limited to a maximum of once the invoice value of the order, or at least to that part of the order to which the liability relates.

The liability of the Contractor is in any case always limited to the amount paid out by his insurer, if applicable.

The contractor is only liable for direct damage.

Direct damage is exclusively understood to mean the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred for the Contractor's defective performance of the agreement to have an answer, insofar as these can be attributed to the Contractor and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions. The contractor is never liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business interruption.

The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of the Contractor or his managerial subordinates.

#### **Article 10 Indemnity**

The Client indemnifies the Contractor against any claims from third parties who suffer damage in connection with the performance of the agreement and whose cause is attributable to parties other than the Contractor. If the Contractor may be called on to do so by third parties, the Client is obliged to assist the Contractor both outside and in court and to immediately do everything that may be expected of him in that case. Should the Client fail to take adequate measures, the Contractor is entitled to do so without notice of default. All costs and damage on the part of the Contractor and third parties that arise as a result are integrally for the account and risk of the Client.

#### **Article 11 Intellectual property**

The Contractor reserves the rights and powers that accrue to it pursuant to the Copyright Act and other intellectual laws and regulations. The Contractor has the right to use the knowledge gained through the performance of an agreement for other purposes as well, insofar as no strictly confidential information from the Client is disclosed to third parties.

#### **Article 12 Applicable law and disputes**

All legal relationships to which the Contractor is a party are exclusively governed by Dutch law, even if an obligation is fully or partially implemented abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.

The court in the place of business of the Contractor has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, the Contractor has the right to submit the dispute to the competent court according to the law.

Parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.

#### **Article 13 Location and change of general terms and conditions**

The most recently filed version or the version as it applied at the time of the establishment of the legal relationship with the Contractor always applies. The Dutch text of the general terms and conditions always determines the explanation thereof.