

GENERAL TERMS AND CONDITIONS OF OVEDUCON

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ARTICLE 1 Definitions

In these general terms and conditions, the following terms are defined as stated below.

Course	Oveducon providing education through one or more lessons, including (digital) courses and (digital) training, in the broadest sense of the word.
Consultancy	providing specialist advice, sharing knowledge, making recommendations and/or providing support.
Educational service	providing (digital) courses, education and/or training and/or supplying (digital) teaching material and/or offering (digital) (modular) exams or another form of assessment.
Assignment	the contract for services concluded between Oveducon and the Client in the context of purchasing educational services or consultancy.
Client	the natural person (not) acting in the course of a profession or business or the legal entity that purchases educational services or consultancy from Oveducon.
Oveducon	the Contractor who accepts the assignment from the Client.

ARTICLE 2 Applicability

- 2.1 These general terms and conditions apply to all assignments issued by the Client to Oveducon.
- 2.2 If the Client uses other general terms and conditions and those conditions have not been explicitly declared applicable by Oveducon, those terms and conditions do not apply to the assignment.
- 2.3 These general terms and conditions were originally drawn up in the Dutch language. This is the English translation of that original Dutch version. If the English translation leads to any difference in text or interpretation, the general terms and conditions in the Dutch language remain leading and binding.

ARTICLE 3 The agreement

- 3.1 The contract for services is not concluded until acceptance of the written registration for participation in educational services or by Oveducon sending the confirmation of assignment with regard to consultancy.
- 3.2 The assignment is concluded for an indefinite period of time, unless it follows on from the content, nature or purport of the assignment or from the duration of the agreed educational service that it has been entered into for a specified period.
- 3.3 The (written) acceptance of the agreement or the confirmation of the assignment substitutes and replaces any previous proposals, correspondence and agreements, both written and verbal.
- 3.4 If offers are made by means of a quotation, the offers and quotations will be valid for a period of thirty days after the date of issue, unless stated otherwise in writing.
- 3.5 Oveducon reserves the right to invoke typing and printing errors in advertisements or other offers.

ARTICLE 4 Obligations of the Client

- 4.1 The Client must provide Oveducon with all data and documents that Oveducon reasonably needs for the correct and timely execution of the assignment, in the format and manner desired by Oveducon.
- 4.2 The Client must ensure that Oveducon is immediately informed about facts and circumstances that may be important in connection with the correct and timely execution of the assignment. The Client is also responsible for the correctness, completeness and reliability of the data and documents made available, even if they originate through or from third parties.
- 4.3 The Client must provide Oveducon with (office) space and other facilities that, in the opinion of Oveducon, are necessary or useful for the execution of the assignment. This includes but is not limited to the use of computer, telephone and internet facilities. The Client undertakes to ensure the continuity and safety of the facilities.
- 4.4 If applicable, the Client must provide Oveducon with a conclusive Hazard Identification and Risk Assessment (HIRA) and do so within a reasonable period of time before the start of the execution of the assignment. The Client must also provide all auxiliary materials that are necessary to guarantee safety during the work. The Client informs Oveducon in advance which safety measures it has taken and which safety equipment will be made available.
- 4.5 If Oveducon deems it necessary for the execution of the assignment that the Client deploys personnel, the Client must enable this personnel to perform the work. If specific personnel is required for the execution of the assignment, this will be agreed on in the confirmation of assignment or otherwise in writing. The Client must ensure that its personnel have the appropriate skills and experience to perform the work.
- 4.6 If the Client does not provide the requested data, documents, facilities and/or personnel (or fails to do so in time or properly), the resulting additional costs and fees will be at the expense of the Client. If Oveducon believes insufficient safety measures have been taken and/or insufficient safety equipment is made available by the Client, Oveducon is entitled to suspend the execution of the assignment until safety can be guaranteed or Oveducon can take additional safety measures at the expense of the Client.

ARTICLE 5 Execution of the assignment

- 5.1 All work carried out by Oveducon is performed to the best of its knowledge and ability, in accordance with high standards. With regard to the intended work, Oveducon has an obligation to use best endeavours, unless the parties have agreed otherwise.

- 5.2 Oveducon makes every effort to prepare the content of the educational services according to the latest state of the art and based on the most current knowledge, information and legislation and regulations. Oveducon reserves the right to change (the content of) the course programme offered. Furthermore, Oveducon will make every effort to send the Client, or at least the participant, the information relevant to the course, such as start time, the course programme, the location with directions and any particulars, fourteen days before the planned course date.
- 5.3 The execution of the assignment is determined by Oveducon. In doing so, Oveducon will observe the requirements made known by the Client as much as possible. If it is agreed in the confirmation of assignment or otherwise in writing that (a) certain employee(s) of Oveducon will carry out the assignment, Oveducon will make every effort to honour this and to keep the relevant employee(s) available during the assignment. Note that Oveducon reserves the right to replace such employee(s) in consultation with the Client.
- 5.4 Oveducon can only perform and charge the Client for contract extras subject to the Client's permission. However, if Oveducon is obliged by virtue of its (statutory) duty of care to perform additional work or if this is reasonably necessary to carry out the assignment correctly and in time, Oveducon will be entitled to charge the Client accordingly, even if the Client has not given explicit permission in advance for performing additional work.
- 5.5 If the Client wishes to involve third parties in the execution of the assignment, the Client will only do so after reaching an agreement with Oveducon. This also applies vice versa to Oveducon.
- 5.6 Oveducon maintains a work file with regard to the assignment, containing all relevant file documents. The work file is and remains the property of Oveducon.

ARTICLE 6 **Price/fee**

- 6.1 The price for the educational services and the consultancy fee are determined in advance.
- 6.2 No price changes apply to prices already established for educational services, without prejudice to Oveducon's right to adjust the content of the course or training programme.
- 6.3 If after the conclusion of the consultancy agreement and before the assignment has been carried out, rate-determining factors such as (but not limited to) wages and/or prices change, Oveducon is entitled to adjust the previously agreed rate accordingly and the Client is obliged to pay the adjusted rate.
- 6.4 Oveducon's prices and fees are exclusive of Oveducon's expenses and exclusive of invoices from any third party or parties engaged by Oveducon that are not included in the quotation and which are reasonably at the expense of the Client. All rates are furthermore exclusive of turnover tax and levies (that may be) imposed by the government.

ARTICLE 7 **Payment**

- 7.1 The prices/fees agreed for the assignment and any subsequent price changes will be invoiced by Oveducon to the Client in writing.
- 7.2 Payment must be made without deduction, discount or set-off within fourteen days of the invoice date, in the manner indicated on the invoice, unless otherwise agreed in advance.
- 7.3 Insofar as there is participation in an educational service, Oveducon will invoice the educational service to the Client in advance and the invoice must be paid in full no later than 21 days before the planned course or training date. In the event of late payment of the invoice, Oveducon reserves the right to make the course or training place reserved for the Client available to another participant, without prejudice to Oveducon's right to demand that the Client meets its payment obligation.
- 7.4 If the payment term on the invoice is exceeded, the Client will be in default by operation of law, insofar as the Client is a legal entity or natural person acting in the course of a profession or business. If the Client is a natural person who is not acting in the course of a profession or business, Oveducon will give the Client at least one more opportunity to pay the invoice within a reasonable term, after which the Client will be in default on account of non-payment. The Client owes Oveducon the statutory (commercial) interest rate from the day of default.
- 7.5 In addition to the statutory (commercial) interest rate, the Client also owes any judicial and extrajudicial costs. The extrajudicial costs for natural persons and legal entities acting in the course of a profession or business are set at 15% of the invoice amount. In the event of a natural person not acting in the course of a profession or business, the extrajudicial costs are calculated according to the graduated scale applicable to the *Decision on payment for extrajudicial costs*. Without prejudice to Oveducon, Oveducon reserves the right to charge the Client for the actual judicial and extrajudicial costs incurred, even insofar as these costs, or the content of the assignment, exceed the fixed or court-approved scale of costs.
- 7.6 If Oveducon believes that the financial position and/or payment record of the Client give any reason to do so, Oveducon is entitled to require the Client to immediately provide (additional) security for payment in a form to be determined by Oveducon and/or to pay an advance. If the Client fails to provide the required security, Oveducon is entitled, without prejudice to its other rights, to immediately suspend the further execution of the assignment, while anything the Client owes Oveducon, for whatever reason, will become immediately and due and payable in full.
- 7.7 Insofar as the contract is awarded to Oveducon by several Clients, the Clients are each jointly and severally liable for the full invoice amount.

ARTICLE 8 **Complaints**

- 8.1 Complaints with regard to the work performed and/or the invoice amount must be made known to Oveducon in writing within 14 days of the date on which the documents or information about which the Client complains were sent, or within 14 days of the discovery of the defect, provided the Client demonstrates he could not reasonably have discovered the defect earlier.
- 8.2 Complaints as referred to in the first paragraph do not suspend the Client's payment obligation. The Client is under no circumstances entitled to postpone or refuse payment for other services provided by Oveducon on the basis of a complaint relating to a specific service to which the complaint has no bearing.

- 8.3 If the complaint is upheld, the Client can choose between having the fee adjusted, improving or re-performing the rejected work, free of charge, or decide against (further) execution of the assignment, in whole or in part, in exchange for a refund in proportion to the fees already paid by the Client.

ARTICLE 9 Consultancy terms

- 9.1 If the Client owes an advance payment or must provide information and/or materials required for the execution, the term within which the work must be completed does not commence until Oveducon has received payment in full or until the information and/or materials have been made fully available to Oveducon.
- 9.2 Since the duration of the assignment can be affected by all kinds of factors, including but not limited to the quality of the information provided by the Client and the cooperation that is rendered, the terms within which the work must be completed can only be regarded as strict deadlines if these have been agreed on in writing.
- 9.3 Unless it is established that execution has become permanently impossible, the agreement cannot be dissolved by the Client due to the period being exceeded, unless Oveducon does not or not fully perform the agreement within a reasonable term of which it has been notified in writing, after the agreed delivery term expired. In that instance, dissolution will be permitted in accordance with Section 6:265 of the Dutch Civil Code.

ARTICLE 10 Cancellation of consultancy

- 10.1 Unless explicitly agreed otherwise in writing in the confirmation of assignment, the Client and Oveducon may at any time terminate the agreement (prematurely) by registered letter, with due observance of a reasonable notice period, unless the principles of reasonableness and fairness dictate otherwise. A notice period of at least two months is considered reasonable.
- 10.2 The agreement may be terminated (prematurely) by either party by registered letter, without observing a notice period, if the other party is unable to pay its debts or if a receiver, administrator or liquidator has been appointed, the other party has accepted a debt restructuring scheme, or ceases its activities for any other reason or if the other party deems the occurrence of one of the above circumstances at the counterparty reasonably plausible or if a situation has arisen that justifies immediate termination in the interest of the terminating party.
- 10.3 If the Client proceeds to (premature) termination, Oveducon is entitled to compensation for the loss resulting from lower capacity utilisation that has arisen and which can be demonstrated on its part, as well as for any additional costs that it must reasonably incur as a result of the early termination of the agreement (such as, for example, costs with regard to subcontracting), unless the termination is based on facts and circumstances that are attributable to Oveducon.
- 10.4 In the event of termination by the Client, Oveducon is entitled to at least 40% of the quoted price agreed, even if the assignment has already been agreed, but the work has not yet commenced, without prejudice to the loss resulting from lower capacity utilisation referred to in the previous paragraph and any additional costs.
- 10.5 If Oveducon has proceeded with (premature) termination, the Client is entitled to cooperation from Oveducon in transferring work to third parties, unless the termination is based on facts and circumstances that can be attributed to the Client. In all cases of (premature) termination, Oveducon reserves the right to payment of the invoices for work performed by it up to that point, with the provisional results of the work performed up to that point being made available to the Client, subject to approval. Insofar as the transfer of the work entails additional costs for Oveducon, these will be charged to the Client accordingly.
- 10.6 Upon termination of the agreement, each of the parties must immediately hand over to the other party all goods, items and documents in its possession that belong to the other party.
- 10.7 In the event of projects abroad, termination, dissolution and suspension on the part of the Client are possible up to a maximum of two months before the departure date from the Netherlands, without the Client being charged any costs, all this without prejudice to Oveducon's right to charge 40% of the quoted price agreed on and excluding travel and accommodation expenses incurred.
- 10.8 Cancellation, dissolution and suspension of the agreement are no longer possible within these two months before the planned departure date from the Netherlands and the Client is obliged to pay Oveducon the full consultancy assignment, including any additional costs incurred. The Client can ask Oveducon to carry out similar activities in the Netherlands during this planned term, subject to close consultation.

ARTICLE 11 Cancellation of educational services

- 11.1 The Client can cancel the agreement to attend courses to a maximum of 21 days before the planned course date, without incurring costs. For in-company courses abroad, a term of 30 working days before the planned course date applies.
- 11.2 Cancellation within 21 days before the planned course date in the Netherlands, or within 30 working days before the planned course date abroad, does not affect the Client's full payment obligation. In that case, the Client is not entitled to a refund of any course fees already paid. Oveducon can hold the Client liable for full payment of the course fee. The Client does have the right to have a replacement participant participate in the course. This must be requested in writing to Oveducon within 21 days before the planned course date and be confirmed in writing by Oveducon.
- 11.3 If the Client suspends or dissolves the agreement on account of force majeure (Article 12.2), which is at the sole discretion of Oveducon, it is possible to deviate from Article 11.2 by fully or partially refunding any course fee paid or by offering an alternative course date. However, the Client cannot derive any rights from this provision.

ARTICLE 12 Force majeure, suspension and dissolution

- 12.1 If Oveducon is unable to perform the agreement as a result of force majeure, Oveducon will be entitled to immediately and fully suspend the execution of the assignment or to dissolve the agreement in whole or in part, without Oveducon being obliged to pay any compensation.
- 12.2 Force majeure is taken to mean any circumstance beyond the control of Oveducon that temporarily or permanently prevents Oveducon from performing the agreement.
- 12.3 In the event of a temporary suspension, a new date will be proposed in consultation with the Client or the course participant. If this date is not possible for the Client or participant, the Client has the right to reclaim any course fee paid.
- 12.4 In the event of full or partial dissolution, Oveducon undertakes to fully or partially refund the Client any course fees paid.

ARTICLE 13 **Publication work**

- 13.1 Oveducon is entitled to make and publish photo and video footage of its activities at the Client for, among other things, but not limited to, educational purposes and promotion of the (pump) techniques used by Oveducon in the broadest sense of the word. Furthermore, Oveducon is permitted to publish general texts about (the nature of) its activities. In all situations, insofar as no permission has been granted for this by the Client, no names, (company) logos or other information that can be traced back to the Client will be mentioned or shown.
- 13.2 The Client allows Oveducon to create the photo and video footage referred to in the previous paragraph. The Client can indicate in advance that no permission will be granted.

ARTICLE 14 **Intellectual ownership**

- 14.1 All intellectual property rights relating to products of the mind that the Client uses or has used and/or develops and/or has developed in the context of the execution of the consultancy and/or educational services and in respect of which he owns the copyrights or has or can enforce other rights of intellectual property, rest exclusively with Oveducon.
- 14.2 The Client is expressly prohibited from reproducing, publishing or exploiting those products, including computer programs, system designs, working methods, advice, (model) contracts and other intellectual products of Oveducon, all this in the broadest sense of the word and whether or not with the involvement of third parties. Reproduction and/or publication and/or exploitation is only permitted after having obtained the express written permission from Oveducon.
- 14.3 The provisions of Article 14.2 also apply to participants attending the course on behalf of the Client. The Client imposes the obligations of Article 14.2 on the participant and guarantees the fulfilment thereof.
- 14.4 The course material provided in the context of an educational service becomes the property of the Client and serves exclusively as a reference work for the participant in the course. The Client and/or the course participant are not permitted to use the course material for commercial purposes or to reproduce, scan or publish this material. The intellectual property rights remain vested in Oveducon.
- 14.5 In the event of a violation of the agreements in Article 14, the Client will owe an immediately due and payable fine of € 25,000 per violation. Furthermore, the Client will owe a fine of € 150 for each day that the violation continues. Oveducon reserves the right to claim from the Client the actual damage or loss suffered.

ARTICLE 15 **Liability**

- 15.1 Oveducon is only liable for damage or loss if this is due to intent or wilful recklessness on the part of Oveducon.
- 15.2 Any liability of Oveducon is limited to (the payment of) the amount or amounts to which the applicable liability insurance pays out, including the excess that Oveducon has in connection with that insurance.
- 15.3 If, for whatever reason, the insurance does not provide cover or does not pay out, Oveducon's liability will be limited to a maximum of:
- in the case of consultancy, the amount of the fee received by Oveducon in the context of the relevant assignment. Insofar as the consultancy has lasted longer than six months, no more than the fee received by Oveducon in the context of the relevant assignment over the past six months;
 - when organising a course, the amount of the course costs paid by the Client.
- 15.4 Liability for indirect and consequential damage or loss is excluded under all circumstances.
- 15.5 The Client indemnifies Oveducon against third-party claims due to damage or loss caused by the Client providing Oveducon with incorrect or incomplete information, unless the Client demonstrates that the damage or loss is not related to culpable acts or omissions attributable to it or that it is caused by intent or deliberate recklessness on the part of Oveducon.
- 15.6 The liability limitations laid down in Articles 15.2 and 15.3 are also stipulated on behalf of third parties engaged by Oveducon for the execution of the assignment, who can therefore invoke this limitation of liability directly themselves.
- 15.7 In the event of force majeure on the part of Oveducon, there can be no liability on the part of Oveducon.

ARTICLE 16 **Independence**

- 16.1 Oveducon has to comply with the relevant independence requirements of national and international regulators. To enable Oveducon to comply with the relevant independence requirements, the Client is obliged to notify Oveducon in a timely, correct and complete manner about the legal structure and control structure of (the group to which) the Client (belongs), of all financial and other interests and participations of the Client, as well as of all other (financial) partnerships concerning its company or organisation, all this in the broadest sense of the word.

ARTICLE 17 **Internet use**

17.1 During the execution of the assignment, the Client and Oveducon must be able to communicate with each other by means of electronic mail, at the request of either of them. Both Oveducon and the Client acknowledge that the use of electronic mail entails risks such as, but not limited to, distortion, delays and viruses. The Client and Oveducon hereby establish that they will not be liable to each other for damage or loss that may arise to either or each of them as a result of the use of electronic mail. Both the Client and Oveducon will do or refrain from doing anything that can reasonably be expected of each of them to prevent the aforesaid risks from materialising. In the event of doubt regarding the correctness of the e-mail received by the Client or Oveducon, the content of the e-mail sent by the sender will be decisive.

ARTICLE 18 Expiry period

18.1 Insofar as not provided otherwise in the agreement, rights of action and other powers of the Client on any account whatsoever vis-à-vis Oveducon in any case lapse after the expiry of one year from the moment an act occurs empowering the Client to use these rights and/or powers vis-à-vis Oveducon.

ARTICLE 19 Waiver of rights

19.1 Failure to directly enforce any right or power of Oveducon will not affect or limit Oveducon's rights and powers under this agreement. The waiver of any provision or condition in the agreement will only be effective if confirmed in writing.

ARTICLE 20 Conversion

20.1 If and insofar as it is not possible to invoke any provision of the agreement on the grounds of the principles of reasonableness and fairness or the unreasonably onerous character, the relevant provision must in any case be assigned a corresponding meaning that matches the original provision as closely as possible in terms of content and purport, so that it *can* be invoked.

ARTICLE 21 Remaining in effect

21.1 The provisions of this agreement which are expressly or tacitly intended to remain in force after termination of this agreement will continue to remain in force and continue to bind both parties.

ARTICLE 22 Conflicting provisions

22.1 If these general terms and conditions and the confirmation of assignment and/or other agreements made by letter, fax or e-mail contain mutually contradictory conditions, the conditions included in the confirmation of assignment and/or other agreements made by letter, fax or e-mail will apply.

ARTICLE 23 Non-solicitation clause

23.1 During the execution of the assignment and within one year of the termination thereof, neither party may employ employees who are or have been involved in the execution of the assignment through the other party or negotiate employment with these employees, unless in consultation with the other party. The party who, despite this non-solicitation clause, nevertheless hires (an) employee(s) of the other party owes an immediately due and payable fine of € 45.000,- and is further obliged to pay the recruitment costs that the other party will have to incur to recruit (a) replacement employee(s).

ARTICLE 24 Applicability of law and choice of forum

24.1 Dutch law applies to all agreements between the Client and Oveducon.

24.2 The applicability of the Vienna Sales Convention is excluded.

24.3 Unless expressly agreed otherwise by the parties in writing, all disputes related to agreements between the Client and Oveducon will be settled by the competent court in the district of The Hague.