

General terms and conditions of delivery SNR Schouten & Nelissen Recovery B.V. or Schouten & Nelissen B.V.

**The terms and conditions of delivery stated below apply in full to contracts with
SNR Schouten & Nelissen Recovery B.V. or Schouten & Nelissen B.V.**

Article 1: Definition of terms

In these terms and conditions the following capitalised terms have the following meanings:

Client: the natural or legal person who negotiates with Contractor on the granting of an Assignment to perform work or who in any other way (whether or not via the website of Contractor) has given Contractor an Assignment to perform work.

Contractor: SNR Schouten & Nelissen Recovery B.V. or Schouten & Nelissen B.V.

Assignment: the assignment given by the Client to Contractor for the provision of service for individual participants and groups of participants of one organisation or Client for which an offer is drawn up separately and on which matter a Contract is entered into between Parties.

Training/course: standard group training/courses, online learning pathways, meetings, master courses and modules, pre-master and master classes as given in the course guide and on the website of Contractor, where participants can enrol on an individual basis in training/courses.

Research: research by Contractor for individual participants and groups of participants of one organisation or Client for which an offer is drawn up separately and on which matter a Contract is entered into between Parties.

Personal goal-setting interview: a conversation (by telephone) between Contractor and a potential participant in a Training/Course in which the learning objectives of a training/course are matched to the learning wishes of the participant. This conversation is part of the Training/Course and is a condition of participation in that training or course.

Starting moment of the training/course: the Personal Goal-setting Interview.

Starting moment of the assignment: the first invoicable performance of the assignment.

Cancelling/Shifting: the termination/shifting of the assignment for a training/course or shifting of the starting moment of the assignment.

Parties: Client and Contractor jointly.

Coaching: individual counselling

Article 2: NRTO

Contractor is a member of NRTO (Dutch Council of Training and Education). These general terms are in line with the conditions and the code of conduct of NRTO.

Article 3: Applicability

3.1 These terms and conditions apply to all contracts effected with Contractor. The applicability of the general terms and conditions of the Client, by whatever name, is hereby expressly rejected.

3.2 Deviations from these terms and conditions will only be binding if and to the extent they are agreed in writing between Parties.

3.3 If these terms and conditions are also drawn up in a language other than the Dutch language, in the event of conflict the Dutch version is binding.

Article 4: Formation of the contract

4.1 Training/course

The contract between Contractor and Client for following a Training/Course is concluded by valid signing of the enrolment or application form for that purpose by the Client, or by the written confirmation validly signed by Contractor, or by written confirmation by Contractor to Client of his registration or assignment by telephone or per email.

4.2 Assignment

The contract between Contractor and Client is concluded by valid signing by the Client of the offer drawn up by Contractor, or by the written confirmation validly signed by Client, or by valid, written confirmation by Contractor of the registration or assignment by telephone of Client.

4.3 Non-binding nature of offer

All quotations and offers of Contractor are not binding until a contract has been concluded by Parties on the matter of that offer.

Article 5: Performance of the contract

5.1 Contractor is entitled:

- a. to change the training or course programme in the interim period, for reasons of reprogramming of examination requirements by external examining bodies and/or reasons of improvement of quality;
- b. to change the planning of the training/course as regards time and place;
- c. in the event of insufficient registrations, to cancel a training/course, or not to accept new registrations for an existing training/course. Enrolled participants receive notice of this, after which their obligations lapse and/or obligations that have already been met are refunded;
- d. increase the group size in exceptional cases by no more than 2 participants.

5.2 In so far as offers submitted by Contractor are partly based on information that is provided by the Client, Client guarantees that to the best of his knowledge he provided all essential information for the design and performance of the offered activities. Contractor will perform the services to be provided by him to the best of his knowledge and ability, and in accordance with high standards. If in the performance it emerges that there are circumstances that require a modified approach, Contractor will, in consultation with Client - or vice versa - strive to adapt the original assignment. Both Client and Contractor are obliged to draw attention to this promptly and discuss and record in writing the consequences for the assignment and any (extra) costs.

5.3 The Contracted Party is not liable for damage of whatever nature as a result of the Contracted Party's reliance on incorrect and/or incomplete information provided by the Contracting Party unless it should have been apparent to the Contracted Party that such information was incorrect or incomplete.

5.4 If it has been agreed that the agreement is executed in phases, the Contracted Party may suspend execution of such parts as pertain to a following phase until the Contracting Party has approved the results of the preceding phase in writing.

5.5 Duration and conclusion of research

- a. Offers for research by Contractor are inextricably linked with the structure of the activities described in the project proposal (of contractor). Changes to the structure, including those concerning the size, phasing of the project, the method, analysis and reporting, that are made in consultation with the Client, can result in the modification of the costs owed.
- b. If interim change to the performance of the research arises due to facts or circumstances within the control of the Client, Contractor is entitled to make modifications to the described structure for the research if this is necessary for the quality of the service. Contractor is entitled to pass the (extra) costs linked to that on to the Client.
- c. Contractor can in advance only give an indication of how long the completion time will be for the performance of a project. An agreed period or end date of the activities and the reporting are therefore not intended as a final deadline, unless expressly agreed otherwise.
- d. If and insofar as required for the proper execution of the agreement, the Contracted Party is entitled to have certain work carried out by third parties.
- e. A contract for research is always concluded for a minimum period and/or for a minimum number of (repeat) measurements. Unless agreed otherwise, such a contract cannot be terminated early. If several (repeat) measurements are agreed on while no fixed period is agreed within which they should take place, a maximum period of 24 months applies within which in any event a (repeat) measurement should have been started.
- f. If, within the maximum period of the research, the (repeat) measurement has not been started by Contractor, despite the Client providing the opportunity for the Contractor to do this, Contractor will invoice the rate for the (repeat) measurement to the Client. The price of a repeat measurement that has not been performed, unless otherwise agreed, is equal to the price of the last (repeat) measurement charged.
- g. If there are still outstanding (repeat) measurements, the invoice date for the last (repeat) measurement sent also applies as the start of a new period as referred to in 5.3e.

Article 6: Cancellation or shifting

6.1 *Distance selling*

If Contractor is a consumer, Contractor has a cooling-off period of 14 calendar days. Within this period Contractor can cancel the contract without penalty and without giving any reason. In case of distance selling of a training/education the cooling-off period starts on the day on which consumer has registered for the training.

6.2 *Training/course by the Client*

- a. The Contracting Party for a training is entitled to cancel participation in or the instruction for training in writing. The postmark date, email date or fax date serves as the cancellation date.
- b. In the event of cancellation of participation in training less than two weeks before the start thereof, the full training costs will be charged. In the event of cancellation of participation in training > than two weeks before the start, 50% of the training costs will be charged. In both situations literature costs will be charged in full.
- c. A transfer more than two weeks before the start of the training is free of charge once. Thereafter 100% of the costs will be charged.
- d. In the event that the transfer takes place less than two weeks before the start thereof, 50% of all the training costs will be charged. Thereafter 100% of the costs will be charged.
- e. It is possible to replace a participant in the predetermined training provided the personal objective interview can still be held prior to the start of the first training block. A sum of €175 in administration costs will be charged.
- f. In the case of training that involves a personal objective interview, this interview can be moved only when the new interview can be held prior to the start of the first training block.
- g. In the event that the Contracting Party or the participant appointed by the Contracting Party stops participating or does not or no longer takes part in the training when the training starts or after it has started, the Contracting Party is not entitled to a refund or transfer to a different training.

6.3 *Assignment and/or research by the Client*

- a. The Client for an assignment is entitled to cancel the assignment in writing. The postmark, email date or fax date will serve as cancellation date.
- b. After the contract has been concluded, it is not possible to cancel free of charge. In the event of cancellation before the cancellation period enters into effect, 10% of the assignment amount (with a maximum of € 200.00 excl. VAT per performance day) is charged for administration costs.
- c. Client can cancel or change dates up to 8 weeks before commencement of the assignment. In this case, only the administration costs as referred to in article 6.3b are charged.
- d. In the event of cancellation or change between 8 and 4 weeks before commencement of the assignment, Client is obliged to pay 50% of the agreed assignment amount.
- e. In the event of cancellation or change up to 2 weeks before commencement of the assignment, Client is obliged to pay 75% of the agreed assignment amount.
- f. In the event of cancellation or change less than 2 weeks before the commencement of the assignment, 100% of the agreed assignment amount must be paid.
- g. In the event of cancellation or change between 4 working days and 2 working days before the session, Client is obliged to pay 50% of the agreed assignment amount.
- h. In the event of cancellation or change less than 2 working days before the session, Client is obliged to pay 100% of the agreed assignment amount.

- i. The cancellation costs are immediately due and payable.

Article 6.4 Coaching

- a. The Client or the participant appointed by the Client can cancel coaching free of charge up to 4 working days prior to the start of the coaching.
- b. In the event of cancellation or changes between 4 and 2 working days prior to the start of the coaching, 50% of the quoted amount will be charged.
- c. In the event of cancellation or changes less than 2 working days prior to the start of the coaching, 100% of the quoted amount will be charged.

Article 7: Cancellation or change by Contractor

Contractor is entitled, without stating reasons, to cancel the training/course or assignment or to refuse participation of a Client or (substitute) participant designated by the Client, in which cases the Client is entitled to repayment of the full amount paid by Client to Contractor.

Article 8: Prices

Prices are non-binding unless included in a written contract as referred to in article 3. The most up-to-date prices are given on the website www.sn.nl.

Article 9: Payment for training/course, assignments and research

9.1. Contractor will charge the fees payable by Client by means of an invoice. The Client must pay the fees owed within 30 days of invoice date, but no later than 1 month before the commencement of the training/course or assignment, in the manner specified by contractor, without Client being able to claim suspension or setoff due to an (alleged) failure in the performance of the assignment accepted by contractor that the invoice relates to, unless expressly agreed otherwise. For special actions such as last-minute offers, the fee owed must be paid before the commencement of the training/course.

9.2. In the event of participation in a Master module, contractor charges the course price payable by the Client in 1 instalment by means of an invoice. The Client must pay the invoice one month before the commencement of the course, yet no later than ten days after invoicing in the manner specified by Contractor, without Client being able to claim suspension or setoff due to an (alleged) failure in the performance of the assignment accepted by contractor that the invoice relates to, unless expressly agreed otherwise.

9.3. The travel and package/accommodation costs as well as recommended literature in connection with participation in a training/course or assignment are not included in the course price, unless expressly agreed otherwise in writing.

9.4. If the Client does not pay the invoice(s) sent by Contractor within the agreed period, he is in default de jure. From the due date, Contractor is always entitled to charge the statutory interest and the collection costs actually incurred in accordance with the Voor Werk II report, without prejudicing the right of Contractor to payment of other damage payable by Client.

9.5. If Client is in default as a result of late and/or incomplete payment, Contractor is entitled to suspend performance of the assignment immediately, including the right to refuse participation in the training/course.

Article 10: Suspension and dissolution

Both parties can terminate the agreement in writing at any time. In that case the parties must observe a reasonable notice period.

Contractor is entitled to refuse participation of the Client or of a participant designated by the Client in a course or (customised) assignment or to suspend performance of the assignment, if the Client has not met his payment obligation on time, without prejudice to the provisions of article 13.

Article 11: Copyright

11.1 Models, techniques, instruments, including software, that are used for the performance of the work and are included in the result, are and remain the property of the Contractor. Publication may only take place after permission is obtained from the Contractor. Client is entitled to make multiple copies for use in his own organisation, in so far as this is appropriate within the objective of the assignment. The copyright to the brochures, project material and training and course material published by the Contractor is vested in Contractor, unless a different copyright owner to the work is indicated on the item itself.

11.2 Unless otherwise agreed in writing, copyright in all that arises from the activities of Contractor, including but not limited to proposals, reports, statistics, research, databases and other records and generated data, rests solely with the Contractor. Contractor also has the right to use, to the extent that no confidential information is disclosed to third parties, knowledge increased by the performance of activities for other purposes.

Article 12: Takeover of personnel

During their period of employment and for two years after termination of their employment, employees of Contractor will be bound by a non-competition clause meaning that they may not perform any activities for contacts of Contractor. On that basis, Client is not at liberty during the above-mentioned period, notwithstanding prior written permission from Contractors, to employ (former) employees of Contractor, or otherwise make use of their services, in whatever legal construction, whether or not for payment. This also applies if the former employee has meanwhile been employed by a third party.

Article 13: Liability

13.1 Contractor makes every effort to perform the given assignments to the best of his knowledge and ability and in accordance with conditions and code of conduct of NRTO (Dutch Council of Training and Education). Contractor thus guarantees the good quality of the performance of the activities.

13.2 Contractor will not accept any liability towards Client for damage other than damage covered by its liability insurance and to the extent that the insurer will pay should the need arise.

13.3 In cases other than those stated in paragraph 2, liability is limited to the amount charged for the performance causing the damage, or, if a continuing performance contract is

concerned, up to the amount of the invoices over a period of 6 (six) months. In no event will the damages amount to more than € 11,344.00 excl. VAT.

13.4 In so far as sporting and similar activities are part of the contract concluded with Contractor, participants in such activities must assess themselves whether their physical state and condition allow them to take part responsibly in such activities. Contractor expressly excludes all liability for damage as a result of participation in such activities, both towards Client and towards participant. The provisions of the 2nd and 3rd paragraphs of this article apply equally.

13.5 Any liability of Contractor for indirect damage, including consequential damage, loss of profits and damage due to business interruption, is expressly excluded.

13.6 Contractor will never be liable for damage that is the result of:

- a. any breach of the Client or of the participant(s) designated by Client in the performance of his/their obligations, including not rendering sufficient cooperation in the performance of the contract;
- b. incorrect and/or incomplete information from and/or information provided too late by the Client. The Client warrants the correctness and completeness of the information essential to the project.
- c. Contractor is not liable for possible consequential damage from the implementation in the organisation of Client or participant of examination projects produced by participant during the course, such as action plans, practical assignments and the like.

Article 14: Processing personal data

14.1 The basis for the processing of personal data is formed by the execution of the agreement with the participant/Contracting Party as included in these General Terms and Conditions of Delivery.

14.2 The purpose for which we process personal data is related to the services provided by Schouten & Nelissen B.V. and SNR Schouten & Nelissen Recovery B.V. namely the development, maintenance and organisation of training, education, consultancy, coaching and research, with the objective of personal, team and organisational development.

14.3 All personal data that are obtained within the context of the agreement with the participant/Client will be handled in the strictest confidence and in accordance with the applicable privacy legislation and regulations by the Contractor.

14.4 The research data that are obtained by the Contractor from the Client may be used for scientific and other research activities in anonymised form. This means that the data can be published without a statement of the exact origin of the data without the Client's express approval. By granting the assignment to the Contractor, the Client also grants the Contractor approval to use the data generated at the Client for the purpose described above and in paragraph 3.

14.5 Personal data is entered in Contractor's custom database and is used to keep those concerned informed of training and other products and services provided by the Contractor. The data may be made available to all labels of SNR Schouten & Nelissen Recovery B.V., and Schouten & Nelissen B.V. for the same purpose for which the Contractor uses the data. If

the participant indicates that he/she does not wish to receive information other than about his/her own training, this request will be respected immediately and the participant's data will no longer be used.

14.6 Inspection, correction and removal

Client is entitled to inspect, correct or remove his/her personal data. Article 10 of the Privacy Statement explains how to exercise this right.

14.7 The processing of personal data results in information concerning the use of the training and study services and is therefore used to generate information that cannot be traced back to the person concerned in form of statistical and other overviews for management, policy and research purposes.

14.8 The full Privacy Statement can be found on: www.sn.nl

Article 15: Provision of personal data to third parties

15.1 Personal data are not provided to third parties unless:

- a. This takes place with the express consent of the data subject;
- b. Such is required by law or the information is requested by the Public Prosecution Service and/or the police within the context of the investigation and prosecution of criminal offences.

15.2 The Contractor may engage third parties to process personal data. The Contractor obliges these third parties to act in accordance with the Contractor's privacy conditions, which have been laid down in a document as referred to in Section 14 of the Personal Data Protection Act.

15.3 Personal data are not sold to third parties.

Article 16: Forwarding data to third countries

The Contractor may store personal data or forward them to countries that do not offer guarantees for a suitable protection level as referred to in Section 77 of the Personal Data Protection Act for the proper performance of the agreement with the participant. When doing so, the Contractor will use as much as possible a model contract as referred to in Article 26, fourth paragraph, of Directive 95/46/EC of the European Parliament and the Council of the European Union or guarantees that one of the exceptional provisions referred to in Section 77 paragraph 1 of the Personal Data Protection Act.

Article 17: Confidentiality

In addition to the provision of Article 14.3, both parties are obliged to keep secret all confidential information obtained from the other party or from another source within the framework of the agreement. Information will be considered to be confidential when it has been designated as such by the other party or when this ensues from the nature of the information.

Article 18: Special conditions for Master courses and modules

18.1 The Education and Examination Regulations (EER) adhered to by Contractor also apply to the examination of Master courses and modules. These regulations specify for the course which requirements the participant must have met in order to have a right to the diploma or proof of participation.

18.2 If a participant wants to suspend the Master course temporarily, this is possible, provided that the course can be completed before an examination lapses (5 years) and at participant's own risk. The Contractor cannot guarantee that new courses will have started or will start and cannot guarantee that there will still be space in ongoing groups (maximum number of participants). The administration costs amount to € 350.00 excl. VAT.

Article 19: Applicable law and competent court

Every contract between Contractor and a Client is governed by Dutch law. Disputes arising from contracts to which these terms and conditions are applicable, will be settled by the competent court in Arnhem.

EXTRA DELIVERY CONDITIONS FOR ONLINE OFFER

Article 20: General

20.1 The extra conditions in question apply exclusively to assignments that are performed by contractor via the learning platform MijnSN.nl;

20.2 Except and in so far as they are expressly derogated from later, the above Terms and conditions of delivery of SNR Schouten & Nelissen Recovery B.V. or Schouten & Nelissen B.V. also apply in full to the online offer;

20.3 The applicability of the (extra) delivery conditions arises, unaffected by other options, in any event (also) from their acceptance by the (potential) Client which must occur (each time) by ticking those conditions before the (potential) Client is given access to the online application.

Article 21: Definition of terms

The following terms apply for the online offer in addition to the provisions of article 1:

Learning platform MijnSN.nl: the internet application of contractor via which a Client gains/has (temporary) access under conditions defined by contractor to the online offer of contractor in so far as a contract to that effect has been concluded between Client and contractor;

Personal goal-setting interview: the questionnaire filled in on the initiative of contractor and the telephone conversation held as a result of that between a potential Client and an E-coach in which it is checked and established whether the online learning pathway in which the potential Client is interested does match his interests and/or capacities;

E-coach: the person appointed and equipped by contractor who is appointed to supervise and coach online participants;

Online participant: the natural person, whether or not a Client (himself), who follows or has enrolled to follow an Online learning pathway from contractor via online applications;

Online learning pathway: the course or training selected by an Online participant via an Online application from the Online offer of Contractor;

Online academy: all modules and learning pathways offered by contractor via internet applications for which persons can enrol either by written or digital means;

Enrolment: the written or digital registration of a Client aimed at contractor, aimed at concluding a contract for following an Online learning pathway or training, by virtue of which Client gains temporary access to the Learning platform MijnSN.nl.

Article 22: Cancellation regulations

22.1 Contrary to the provisions of article 5 and supplementary to the provisions of article 6, the following cancellation regulations apply to the Online offer;

- a. Through Enrolment, a contract between Client and contractor is concluded with regard to one (or more) Online learning pathway(s);
- b. The contract referred to in article 19.1a is concluded under the resolutive condition to be invoked by both parties of the negative result of the personal goal-setting interview;
- c. Up to and including the personal goal-setting interview, cancellation of the Enrolment is possible by Client free of charge;
- d. If the outcome of the personal goal-setting interview means that contractor desires to continue the contract, contractor sends as soon as possible following this to Client a confirmation of placement, followed by an invoice, with which the resolutive condition as referred to in article 19.1b lapses;
- e. If the outcome of the personal goal-setting interview means that contractor does not wish to continue the contract, contractor sends as soon as possible following this an email to Client in which this decision, which is deemed to mean an appeal to above-mentioned resolutive condition, is confirmed to Client.

Article 23: Other provisions

23.1 The access granted to the Account by contractor upon Enrolment to Client is strictly personal and may be used solely by Client/participant himself, or if it is a legal person, solely by the Online participant. Contractor is entitled in the event of infringement of the provisions of this paragraph, to deny (further) access to the Learning platform MijnSN.nl to the Online participant and/or the Client without being obliged to any compensation, including any refund of what has been paid in the context of the Enrolment by Client;

23.2 All rights of intellectual property with regard to the Online offer and/or the learning platform MijnSN.nl and/or the Online learning pathway and/or the website of contractor are vested expressly and exclusively in contractor. Neither Client nor Online participant are authorised without prior written permission of contractor to copy and/or transfer to third parties and/or use or allow to be used any part of this for other purposes than those for which contractor granted permission. Contractor is entitled in the event of infringement of the provisions of this paragraph, to deny (further) access to the Learning platform MijnSN.nl to Client without being obliged to refund of what has been paid in the context of the Enrolment by Client. Client and/or the Online participant are, in the event of infringement, liable for all damage occurring for contractor in this connection.

23.3 If and in so far as an Online learning pathway or module consists of several course or training parts to be supplied by contractor via Learning platform MijnSN.nl, they will be deemed to have been delivered to Client at the moment they are made available digitally to Client by contractor. The recording of that moment in the (digital) administration of contractor forms conclusive evidence to that effect. Notifications of contractor concerning their intended delivery are deemed to constitute only target terms. Contractor cannot be held liable for damage as a result of not reaching those terms.