



ter Maten
connecting knowledge

Article 1: Definitions

The terms used in these general terms and conditions are defined as follows:

- 1.1. **Client:** the natural person acting in the course of a profession or business and enters into a distance contract with the entrepreneur;
- 1.2. **Day:** calendar day;
- 1.3. **Duration transaction:** a distance contract concerning with a series of products and / or services, whose supply and / or purchase is spread in time;
- 1.4. **Durable medium:** any storage device that allows the client or the entrepreneur to store information provided to him personally to be stored in a way that future consultation and unaltered reproduction of the information is made possible.
- 1.5. **Entrepreneur:** the natural or legal person who offers products and / or services to clients at a distance;
- 1.6. **Distance contract:** a contract which is concluded within the framework of an organized system for the entrepreneur, with the use of one or more means of distance communication;
- 1.7. **Technology for distance communication:** means that can be used to conclude a contract, without the client and the entrepreneur are met simultaneously in the same location.
- 1.8. **Terms and Conditions:** these general Terms and Conditions of the entrepreneur.

Article 2: Identity of the entrepreneur

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Article 3: Scope of application

- 3.1. These Terms and Conditions apply to every offer of the entrepreneur and any distance agreement or order between the entrepreneur and the client.
- 3.2. Before the distance agreement is concluded, the text of these Terms and Conditions will be made available to the client in such a way that it can be easily stored on a durable data carrier by the client. If this is not reasonably possible, then before the distance contract is concluded, the entrepreneur will indicate that it can be reviewed and at the request of the client will be sent free of charge.
- 3.3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these Terms and Conditions can be made available to the client by electronic means in such a way that the client can easily store them on a durable medium. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the Terms and Conditions by electronic means can be found and that they, at the client's request, by electronic means or otherwise will be sent free of charge.
- 3.4. In addition to these Terms and Conditions specific product or service conditions apply, the second and third paragraphs shall apply *mutatis mutandis* and the entrepreneur can, in the event of conflicting terms and conditions, always rely on the applicable provision that is most favourable to him.
- 3.5. When one or more provisions of these conditions are void or destroyed in whole or in part, the agreement and the remainder of these Terms and Conditions and the relevant provision will be replaced by a provision that covers the original as much as possible.
- 3.6. Situations that are not governed in these Terms and Conditions, should be assessed 'in spirit' of these terms and conditions.
- 3.7. Lack and clarity about the interpretation or content of one or more provisions of our Terms and Conditions, must be explained 'to the spirit' of these Terms and Conditions.

Article 4: The offer

- 4.1. If an offer is subject to a limited duration or subject to conditions, this will be explicitly mentioned.
- 4.2. The offer is without obligation. The entrepreneur is entitled to change and adapt the offer.
- 4.3. The offer contains a complete and accurate description of the products/services offered. The description is sufficiently detailed to a proper assessment of the offer by the client as possible. If the entrepreneur uses illustrations, these are a true reflection of the products/services offered.
- 4.4. All pictures, specifications and data in the offer are indicative and cannot give rise to compensation or dissolution of the agreement.
- 4.5. Every offer will contain such information that it is clear to the client what rights and obligations are involved in accepting the offer. This concerns in particular:
 - the price including taxes;
 - the way in which the contract shall be concluded and which actions this will require;
 - the arrangements for payment, delivery and performance of the contract or order;
 - the deadline for accepting the offer, or the period within which the entrepreneur guarantees the offered price;
 - whether the agreement is filed subsequent to its conclusion, and if so how the client can consult it;
 - the way in which the client can rectify the information provided under the agreement, before the conclusion of the agreement.

Article 5: Conclusion of agreement

- 5.1. The agreement is subject to the provisions of paragraph 4 of this article, concluded at the time the client accepts the offer and complies with the corresponding conditions.
- 5.2. If the client has accepted the offer electronically, confirms the entrepreneur by electronic means receipt of the order without delay.
- 5.3. If the contract is concluded electronically, the entrepreneur shall take appropriate technical and organizational measures to secure the electronic transfer of data and will ensure a secure Web

environment. If the client can pay electronically, the entrepreneur will take appropriate security measures.

- 5.4. The entrepreneur will add to the product or service the following information, in writing or in such a way that the client can store it on an accessible durable medium the address of the place of business of the entrepreneur.

Article 6: The price

- 6.1. During the period mentioned in the offer, the prices of the offered products/services do not increase, except for prices changes due to changes in VAT rates.
- 6.2. Contrary to the previous paragraph the entrepreneur can offer products whose prices are subject to fluctuations in the financial market beyond the entrepreneur's control, with variable prices. These fluctuations and the fact that any prices are variable will be mentioned in the offer.
- 6.3. Price increases within 3 months after the conclusion of the agreement are only allowed if they are the result of statutory regulations or stipulations.
- 6.4. Prices increases from 3 months after the contract was concluded are only allowed if agreed upon beforehand with the entrepreneur.
- 6.5. All prices mentioned are exclusive of VAT.
- 6.6. All prices are subject to misprints. The entrepreneur is not liable for misprints. By misprints the Entrepreneur is not obligated to deliver the product according to the incorrect price.

Article 7: Execution

- 7.1. The entrepreneur will take the greatest possible care in the execution of the services.
- 7.2. The place of execution is the address that the client has notified to the entrepreneur.
- 7.3. It is the clients responsibility to select a venue, room size and set up as per the entrepreneur requirements.
- 7.4. All Audio Visual, catering and other specific requirements relating to the smooth running of the workshop will be taken care of prior to the published workshop starting time. If these specifics are not to the liking of the entrepreneur and the client cannot be contacted in a realistic time frame, the entrepreneur has the authority to make decisions to ensure the venue details match the client requirements. If, after contact with the client, the requirements cannot be met within 1 hour, the entrepreneur reserves the right to cancel the workshop. The client owes the entrepreneur 75% of the total amount due.
- 7.5. In case any workshop or training for a client has been made for a group, the following applies if the aforementioned workshop or training is cancelled:
 - If cancelled more than 30 days before the reserved time no payment is due;
 - if cancelled 29 days or less but more than 14 days before the reserved time the client will have to pay 25% of the total amount owed;
 - if cancelled 14 days or less but more than 7 days before the reserved time the client will have to pay 50% of the total amount owed;
 - If cancelled 7 days or less before the reserved time, the client will have to pay 75% of the total amount owed.

Article 8: Duration transactions: duration, cancellation and renewal

Cancellation

- 8.1. If the client has entered into a contract for an indefinite period, which extends to the regular delivery of products, at any time he can terminate it under the applicable termination rules and at a maximum of one month's notice.

- 8.2. The client that had contracted for a definite period, which extends to the regular delivery of products or services, can at any time by the end of the fixed period terminate the agreement under the applicable termination rules and at a notice of one month.

Renewal

- 8.3. The client that had contracted for a definite period, which extends to the regular delivery of or services, may not be automatically extended or renewed for a definite period.

Duration

- 8.4. Agreements with duration of more than one year can be cancelled after one year at any time and with a notice of maximum one month, unless the reasonableness and fairness is an objection against the termination before the agreed duration.

Article 9: Payment

- 9.1. As far as not agreed otherwise, the amounts owed by the client have to be paid within 8 business days. In case of an agreement to provide a service, the amounts have to be paid within 8 business days after the client has received the confirmation of the agreement.
- 9.2. The client has the duty to report inaccuracies in payment data provided or stated without delay to the entrepreneur.
- 9.3. In case of non-payment subject to statutory limitations, the entrepreneur has the right to advance to the client reasonable costs to charge.

Article 10: Liability of the entrepreneur

- 10.1. This article is only applicable if a client is a natural or legal person who acts in the exercise of his profession or business.
- 10.2. The entrepreneur's total liability due to an attributable failure in the performance of the contract or on any legal basis whatsoever, expressly including each and every failure to fulfil a warranty obligation agreed with the client, shall be limited to compensation for direct loss up to maximum of the price stipulated for the contract concerned (excluding VAT).
- 10.3. The entrepreneur liability for indirect loss, consequential loss, loss of profits, lost of savings, reduced goodwill, loss due to business interruption, loss as result of claims of the clients clients, loss arising from the use of items, materials of third parties prescribed by the client to the entrepreneur and loss arising from the engagement of suppliers prescribed by the client to the entrepreneur is excluded. The entrepreneur's liability for corruption, destruction or loss of data or documents is likewise excluded.
- 10.4. The exclusions and limitations of the entrepreneur's liability described paragraphs 10.2 up to and including 10.3 are entirely without prejudice to the other exclusions and limitations of the entrepreneur liability described in these terms and conditions.
- 10.5. The exclusions and limitations referred to in paragraphs 10.2 up to and including 10.5 shall cease to apply if and insofar as the loss is the result of deliberated intent or recklessness on the part of the entrepreneur's management.
- 10.6. Unless performance by the entrepreneur is permanently impossible, the supplier shall only be liable due to an attributable failure in the performance of a contract if the client declares the entrepreneur to be in default in writing without delay and grants the supplier culpably fails to fulfil its obligations also after this term has passed.
The notice of default must describe the breach as comprehensively and in as much detail as possible in order to give the supplier the opportunity to repsond adequately.
- 10.7. For there to be any right to compensation, the client must always report the loss to the entrepreneur in writing as soon as possible after the loss has occurred.
Each claim for compensation against the entrepreneur shall be barred by the mere expiry of a periode

of 24 months following the inception of the claim unless the client has instituted a legal action for damages prior to the expiry of this period.

- 10.8. The client indemnifies the entrepreneur against any and all claims of the third parties due to product liability as a result of a defect in a product that the client supplied to a third party and that consisted in part of equipment or other materials supplied by the entrepreneur, unless and insofar the client is able to prove that the loss was caused by the equipment, software or other materials referred to.
- 10.9. The provisions of this article and other limitations and exclusions of liability referred to in these terms and conditions shall also apply for the benefit of all natural persons and legal entities that the entrepreneur engages in the performance of the contract.

Article 11: Intellectual rights & confidential Information

- 11.1. The copyright and ownership of all material developed by the entrepreneur will remain with entrepreneur unless otherwise specified.
- 11.2. The client will organise and pay the costs of printing workshop material, formatted according to the entrepreneur specifications. The printed documents and materials will arrive at the venue one hour before the commencement of the workshop. If this is not upheld for any reason, the entrepreneur may, following consultation with the client, arrange a reprint of the material at client's expense
- 11.3. The client must not either during the continuance of this Agreement or at any time thereafter use or disclose to any person any of the trade or business secrets of the entrepreneur. This obligation shall continue to apply to the client after the termination or expiration of this Agreement without limitation in point of time until such information enters the public domain otherwise than by a breach of this Agreement by the client.

Article 12: Disputes

- 12.1. Dutch law shall apply exclusively to any dispute, agreements and orders, even if the client lives abroad.
- 12.2. The Vienna Sales Convention shall not apply.

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