

# GENERAL TERMS OF DELIVERY

FOR: **learning delta b.v.**

Established and holds office at Berkenboog 7, 5386 GB Geffen, The Netherlands. From now on LD

## Article 1. Definitions

In these general terms of agreement the following is understood when referring to LD: the holder of the general terms of agreement;

**Buyer:** the opposite party of the holder

## Article 2. Application of these terms

1. These terms apply to every offer and every agreement between LD and the buyer, unless both parties have agreed otherwise, deviating from the terms explicitly and in writing.
2. Likewise, the underlying terms apply to all agreements with LD for a performance where third parties are involved.
3. When the offers and agreements refer to enclosures, the amended versions are intended. The enclosures are a part of the offers and agreements.

## Article 3. Offers

1. The offers composed by LD are not binding; they are valid up to the 31st of December of the year they were written in, unless otherwise indicated. LD is bound to the offers once both parties have confirmed acceptance of the offer in writing.

## Article 4. Execution of the agreement

1. LD will execute and honour the agreement to the best of her ability and in accordance with the demands of expert skills.
2. When and so far as a skillful execution of the agreement demands it, LD retains the right to attract third parties to perform certain activities.
3. The buyer will present all information that LD considers necessary for the execution of the activities, or information that the buyer reasonably should understand to be necessary for the execution of activities, on time. If LD does not receive the necessary information on time, LD retains the right to postpone the execution and/or bring the additional costs that are caused by the delay into account, according to LD day prices.
4. LD is not liable for any of the damages caused by incorrect and/or incomplete information supplied by the buyer.

## Article 5. Contract duration: execution period

1. The agreement is valid for the duration of the activities. A specified time span means nothing more than that LD will do its best to execute the activities within that period.
2. If, within the time of the agreement, a specific period in which the activities should be completed is agreed upon, this is never a fatal period. If this period exceeds the agreed period of execution, the buyer should inform LD of her shortcoming in writing.

## Article 6. Modifying the agreement

1. If, during the execution of the agreement, it proves necessary to modify or expand the activities in order to fulfil the agreement properly, both parties will, on time, decide in deliberation whether to adapt the agreement.
2. If both parties agree that the initial agreement should be modified or expanded, the time of completion of the performances could be influenced. LD will inform the buyer of this as soon as possible.
3. If the modifications and/or expansions have financial and/or qualitative consequences for the agreement, LD will inform the buyer of this in advance.

## Article 7. Confidentiality

1. Both parties have an obligation of confidentiality on all confidential information that they have received for the purpose of their agreement, from each other or through a different source.

## Article 8. Copyright law

1. Undiminished article 6 of these terms, LD retains the rights and authorisations as granted to her through copyright law.
2. All documents supplied by LD, such as summaries, advice, reports, software etc. are solely for internal purposes of the buyer and are not allowed, without prior authorisation of LD, to be duplicated, publicised or brought to the attention of third parties.
3. Additionally, LD retains the right to make use of the knowledge, acquired through execution of the activities, for other purposes, as far as this does not include exposing confidential information to third parties.

## Article 9. Cancellation

1. If the buyer wishes to cancel previously confirmed training dates, he/she is liable for restitution. Changing previously confirmed dates will be considered as a cancellation. Up to 30 days before the first training date, 25% of the training price and 25% on the preliminary activities price is owed to LD. 30 until 14 days before the start of the training activities, 50% of the training price and 100% of the preliminary activities price is owed to LD. If the buyer cancels the activities within a 14-day period before their start, 100% of the training price and 100% of the price of the preliminary activities is owed to LD.

**Article 10. Breaking the agreement**

1. LD's claims are repayable on demand in the following situations:
  - when, after acceptance of the agreement, LD takes cognisance of information that provides grounds for reasonable doubt as to the violation of the terms of agreement by the buyer;
  - when, during the conclusion of the agreement, LD requests the buyer to give security or leave a deposit and the buyer neglects or provides insufficient insurance;
2. In these cases, LD is authorised to postpone further execution of the agreement and/or annul the agreement, undiminished the right of LD to claim compensation for the damages.

**Article 11. Shortcomings: terms for complaint**

1. Complaints about performed activities should be reported in writing within 8 days, still at the latest within 14 days, after the conclusion of the activities,
2. If a complaint has sufficient foundation, LD will perform the activities as agreed, unless it has become clear to be ineffectual for the buyer. The buyer should make this known to LD in writing.
3. If further execution of the activities as agreed are no longer possible or desirable, LD is only liable within the boundaries of article 12.

**Article 12. Invoice and payment**

1. For assignments with duration longer than one month, the indebted fee will be charged at the end of every month.
2. Any question of propriety of the invoice by the buyer does not give him/her the right to neglect, or postpone, payment of the total or partial amount.
3. Payment should take place within 21 days after the invoice date, in the manner LD has indicated and in the currency of the invoice.
4. If payment has not taken place within the 21 days, the buyer is legally in neglect and owes LD interest

Starting from the date of the invoice over the unpaid amount. Moreover, the entire still to charge amount by LD, is immediately claimable and undiminished the right of LD to claim restitution of costs, damages and interests. The buyer will be liable for the judicial and extra judicial costs accompanying the procedures hereafter. The extra judicial costs correspond with the customary collecting-charges of the counsel of lawyers of The Netherlands.

**Article 13. Liability**

1. The liability of LD, as far as this is covered by the liability insurance, is limited to the payable amount by the insurance.
2. The limits of liability as presented in these terms of agreement do not apply if the damages are to blame on deliberate or gross misconduct by the user or his/her subordinates.
3. LD is not under any circumstances liable for consequent damages.

**Article 14. Superior forces**

1. In these terms of agreement, in addition to the legal definitions of the Dutch law, 'superior forces' means all external causes, foreseen or not foreseen, that LD can not influence in any way, but that prevent LD to execute her obligations.

**Article 15. Settlement of Disputes**

Unless the magistrate's court is authorised, the official court in The Hague is exclusively authorised to take cognisance of disputes. Nevertheless LD retains the right to summon the opposing parties according to the law of the presiding judge.

**Article 16. Applicable law**

Dutch law is applicable to every agreement between the user and the buyer.