



## **Terms and Conditions OEM Office Elearning Menu**

Based in Almere, Veluwezoom 5, 1327 AA Almere, Nederland

Registration number Chamber of Commerce for Gooi-, Eem- and Flevoland: 52818837

### **Article 1: Applicability, definitions.**

1. These conditions apply to all offers and agreements relating to training courses and to all offers and agreements relating to sales and services, whether or not concluded via the website [www.officeelearningmenu.nl](http://www.officeelearningmenu.nl) of G.A. Hulsebos o.m.h.o.d.n. OEM Office Elearning Menu and Graham Hulsebos Verkooptrainingen, established in Almere, the Netherlands, hereinafter referred to as "OEM". The general terms and conditions shall also apply to all agreements with the other party, the performance of which requires the engagement of third parties by the contractor.

2. The parties relevant to these General Terms and Conditions shall be referred to as follows:

- a. other party: the purchaser respectively the person who for his own benefit or the entrepreneur who for the benefit of his employees or other persons concludes an agreement with OEM to follow a training course;
- b. consumer: the other party, being a natural person not acting in the exercise of a profession or business;
- c. Entrepreneur: the other party, being a legal entity or a natural person acting in the exercise of a profession or business;
- d. participant: the natural person who participates in a training course;
- e. training provider: the employee of OEM or the third party engaged by OEM who provides (part of) the agreed training; and
- f. Training Agreement means the contract of assignment, consisting of training a natural person in a field of training chosen by him against payment of a fee to OEM.

3. In these general terms and conditions "documents" will mean: all documents to be produced or provided by OEM or to be provided or provided by the other party, such as a valid identification document, diplomas, certificates, etc. These documents may be recorded both in writing and on other data carriers, such as CD-ROMs, DVDs, USB sticks, etc.

4. In these general terms and conditions "training" means: an education, training, course, workshop etc. to be provided by OEM from the education offered by OEM. This can be an individual or a group training.

5. In these general terms and conditions "fee" means the fee agreed or payable for the education, purchase or other service.

6. In these general terms and conditions, "in writing" means: by letter, e-mail, fax or any other means of communication which, in view of the state of the art and generally accepted standards, can be equated with this.

7. In these general terms and conditions "website" means: the website of OEM as referred to

in paragraph 1 of this article.

8. In these General Terms and Conditions "goods" will mean: training materials, manuals, reference books, Quick Reference Cards etc. to be provided by OEM, whether or not via the website.

9. If one or more provisions of these general terms and conditions are wholly or partially void or voidable, the other provisions shall remain in full force and effect. OEM shall enter into consultation with client in order to agree on new provisions to replace those provisions, while observing the purpose of the original provisions as much as possible.

10. In case of any discrepancy or conflict between these general terms and conditions and a translated version thereof, the Dutch text shall prevail.

11. These general terms and conditions also apply to additional or follow-up courses or subsequent or partial orders resulting from the agreement.

12. If OEM does not always require strict compliance with the terms and conditions, this does not mean that the client loses the right to require strict compliance with the provisions of the general terms and conditions in other cases.

13. If OEM has provided these general terms and conditions to the other party more than once in a manner prescribed by law, there is a continuing business relationship. OEM does not have to provide the general terms and conditions each time in order for them to apply to subsequent agreements, except to the extent of amendments to the general terms and conditions.

## **Article 2: Offers, prices and rates**

1. Any offer and quotation of OEM shall be valid for the period stated therein. An offer or quotation in which no validity period is mentioned is without obligation. In the event of an offer or quotation without engagement, OEM shall be entitled to revoke such offer or quotation within 2 business days after receipt of acceptance.

2. Unless expressly stated otherwise, the prices or rates mentioned in the offer, quotation, on the website, in price or rate lists, etc. are exclusive of:

- a. B2B excluding VAT and B2C including VAT;
- b. shipping costs;
- c. travel, accommodation and parking costs;
- d. administration costs;
- e. the cost of books, syllabi and other training materials;
- f. (the cost of) the use of lunch, coffee, tea and the like;
- g. (the costs of) the use of any facilities required in connection with the training such as hardware, software, etc;
- h. any examination fees.

3. A composite offer or quotation does not oblige OEM to deliver part of the performance offered at a corresponding part of the price or rate.

4. The offer, quotation, prices and/or rates do not automatically apply to new or repeat orders or to follow-up or new training courses.
5. Examples of training materials or other items as well as descriptions in brochures, promotional materials and/or on the website of OEM shown are as accurate as possible, but are only indicative. The other party cannot derive any rights therefrom.
6. a. If between the date of conclusion of the agreement and the performance thereof OEM experiences (cost) price or rate increases as a result of changes in laws and regulations, currency fluctuations, price or rate changes of the trainers engaged by OEM or changes in the prices of the required training materials, etc., OEM shall be entitled to increase the agreed prices or rates accordingly and charge it to the other party.  
b. In case of price or rate increases within 3 months after entering into the agreement, the consumer is entitled to terminate the agreement by means of a written statement. If the consumer has not notified OEM within 14 days after notification of the price or rate change that it wishes to use its right of rescission, OEM may assume that the consumer has agreed to the price or rate change.

### **Article 3: Conclusion of agreements**

1. A training agreement is concluded after OEM has confirmed in writing an application for training received from the other party.
2. If the other party places an order via the website, OEM shall not be bound by that order until it has confirmed it to the other party in writing. This shall apply unless otherwise stated on the website.
3. OEM shall only be bound by oral agreements or additions or amendments to the general terms and conditions or the agreement after written confirmation thereof to the other party.
4. From the moment of conclusion of the agreement OEM shall act and act as a good contractor as well as a reasonably acting and reasonably competent professional. In this context OEM shall guarantee that - in case of delivery of goods - these goods comply with the agreement.

### **Article 4: Application for a program**

1. Application for a program offered must be made in the manner indicated for the program in question. If minors are registered, the explicit, written permission of (one of) the parents or the guardian responsible for the minor is required.
2. Immediately upon registration for an examination, the other party must submit a recent copy of a valid identity document of himself or of the participant(s) he has registered.
3. OEM reserves the right to reject an application if the number of applications for a study program gives cause to do so or the participant does not meet any admission requirements.
4. If the desired program is fully booked, OEM will notify the other party in writing and - if

possible - offer an alternative program.

5. If an application is accepted by OEM and it subsequently transpires that the information and/or documents provided with the application are incorrect and/or incomplete, OEM will notify the other party and give it a further period of 48 hours to submit the correct and complete information and/or documents. If the other party fails to comply with its obligation after expiry of the aforementioned period, it shall be in default immediately. OEM shall then be entitled to terminate the agreement with regard to the other party or the participant in question with immediate effect and without judicial intervention by means of a written statement to the other party. The other party shall be obliged to compensate OEM for any damage resulting from this and shall indemnify OEM for any claims of third parties resulting from this.

6. Unless parties have expressly agreed otherwise in writing, replacement of an already registered participant will only be possible after written consent of OEM. Thereby the other party has to provide OEM with all relevant information with regard to such replacement, such as a recent copy of a valid ID, prior to participation in the training. A substitute will also have to meet any admission requirements set for the training.

#### **Article 5: Distance contract, right of withdrawal, trial period**

1. This article applies exclusively to the consumer who is a party to a distance contract within the meaning of Article 6:230g et seq. of the Dutch Civil Code.

2. When entering into a distance training agreement, the consumer has a reflection period of 14 calendar days. If the consumer wishes to exercise his right of withdrawal, he is obliged to inform the entrepreneur of this within 14 days after receiving the product. The consumer must make this known using the model form or by another means of communication such as e-mail. After the consumer has made it known that he wants to use his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered items were returned in time, for example by means of proof of shipment.

If the customer has not expressed the wish to exercise the right of withdrawal or has not returned the product to the entrepreneur after expiration of the aforementioned periods, the purchase is a fact.

3. An agreement for following an online training course that is started immediately upon registration cannot be revoked. The consumer expressly agrees to the execution of the agreement when there is a situation referred to in the previous sentence. The same applies to agreements whereby the consumer, immediately after payment, receives (digital) course material that can be used within 14 days after the conclusion of the agreement to obtain a diploma for the course.

4. In case of a distance purchase, the consumer has a reflection period of 14 calendar days after receipt of the goods by him or a third party designated by him, not being the carrier. In case of a partial delivery, this period starts when the last part of the item is received. Within

this period the consumer can dissolve the agreement without having to give a reason. The dissolution takes place by written notice to OEM according to the attached model declaration.

5. Rescission of the agreement pursuant to the provisions of the previous paragraph of this article is not possible for goods manufactured in accordance with specifications given to OEM by the other party.

6. In case of rescission the goods must be returned to OEM in the original packaging, unused and at the expense of the consumer. It is explicitly understood that the direct costs for returning the goods are for the account of the consumer.

7. OEM shall refund any payments, including any delivery costs charged to the consumer, already received from the consumer as soon as possible, but no later than within 14

8. OEM has the right to refuse returned goods or to refund only part of the payments received if the consumer has gone beyond what is necessary to establish the nature, characteristics and operation of the case.

9. For further information on the right of withdrawal, OEM refers to Annex I of these General Terms and Conditions, as well as Annex II, which contains a model letter of withdrawal.

#### **Article 6: Engagement of third parties**

If a proper performance of the agreement requires this according to OEM, he may have certain deliveries and (parts of) the training performed or provided by third parties.

#### **Article 7: Obligations of the other party**

1. The other party shall ensure that it makes all information and documents necessary for the performance of the agreement available to OEM in a timely manner in the manner required by OEM.

2. The other party shall ensure that the information and documents provided by it are correct, complete and authentic and shall indemnify OEM against claims of third parties arising from the incorrectness and/or incompleteness of the information and/or documents.

3. When participating in a training course, the other party shall observe the house rules, instructions, etc. applied by OEM in the context of the training course or shall ensure that the participants registered on its behalf comply therewith.

4. Without prejudice to the provisions of the previous paragraph of this article, the other party shall always behave in such a way that the other participants are not hindered by this or shall ensure that the participants registered on its behalf behave in accordance with the foregoing.

5. The other party shall treat and use any training materials or other property loaned to it by OEM with due care and in accordance with the directions, instructions, manuals, etc.

provided hereby.

6. If the obligations referred to in this article are not or not timely met or if the other party has not timely met an agreed advance payment or instalment payment, OEM shall be entitled to suspend the performance of the agreement until the other party has met its obligations and/or exclude the other party or the participants - temporarily or otherwise - from further participation in the training. Exclusion will not take place on unreasonable grounds. The other party shall be liable for all damages suffered by OEM as a result thereof and shall indemnify OEM for any claims of third parties resulting therefrom. OEM shall not be obliged to pay any damages to the other party nor to refund any payments already made by the other party.

### **Article 8: Confidential Information**

1. Parties undertake to keep confidential all information obtained from or about the other party within the framework of entering into and performing the agreement and of which that party has indicated that it concerns confidential information or of which they know or could reasonably know that such information must be treated confidentially. The parties will only provide this information to third parties to the extent necessary for the execution of the agreement.
2. Each party will take all reasonable precautions to keep the confidential information secret and guarantees that its employees and other persons involved in the execution of the agreement under its responsibility will also comply with this duty of confidentiality.
3. The duty of confidentiality does not apply if, as a result of legislation and/or regulations or a court ruling, a party is required to disclose the confidential information and in doing so cannot invoke a statutory or court-ordered right to privilege. This exception also applies to employees and other persons as referred to in the previous paragraph.
4. OEM shall at all times be permitted to publish about the agreed activities and deliveries and to reuse the methods, working methods, etc. used or developed, provided that the privacy of the other party is guaranteed or OEM has obtained the consent of the other party.
5. If OEM maintains a privacy statement, the information referred to therein shall only be used in accordance with the provisions of such statement.

### **Article 9: Execution of Training**

1. OEM shall employ qualified trainers for the training program.
2. OEM will make every effort to conduct the training on the scheduled or communicated training dates and/or times. However, if the number of registrations necessitates it or if part or all of the training cannot take place on the agreed dates and times due to unforeseen circumstances, OEM is entitled to modify the scheduled dates and times.

3. OEM reserves the right to make other organizational and/or substantive changes to the training program or to replace the intended trainer if circumstances reasonably necessitate such actions, such as in the case of the trainer's illness.
4. The changes described in the preceding paragraphs do not entitle the other party to compensation for damage and/or costs, unless OEM is compelled to cancel part of or the entire training. Any advance payment made by the other party will then be refunded proportionately to the canceled part of the training.
5. OEM will inform the other party as soon as possible about the aforementioned changes regarding the training.

#### **Article 10: Delivery and Delivery Periods**

1. Agreed delivery periods for goods can never be considered fatal deadlines. If OEM fails to fulfill its delivery obligations from the agreement or does so untimely, the other party must give OEM written notice of default, granting OEM a reasonable period to still fulfill its delivery obligations.
2. For agreements with consumers, goods ordered through the website will be delivered no later than 30 days after payment. If delivery within this period is impossible, OEM will inform the consumer as soon as possible. The consumer then has the option to reclaim any advance payments from OEM within one week of this notification. If the consumer exercises this option, OEM will refund the amount paid by the consumer within 30 days of the consumer's request.
3. OEM is entitled to make partial deliveries, and each partial delivery can be invoiced separately by OEM.
4. The risk concerning the delivered goods transfers to the other party at the moment of delivery. In these general terms and conditions, "delivery" is defined as the moment when the goods leave OEM's premises, warehouse, or store, or the moment OEM notifies the other party that the goods are ready for collection.
5. Notwithstanding the preceding paragraph, for consumers, delivery is defined as the moment the goods are made available to the consumer.
6. Shipping of ordered goods will be conducted in a manner determined by OEM but at the risk and expense of the other party. OEM is not liable for any damage of any kind—whether to the goods themselves or otherwise—related to the shipment.



Contrary to the previous paragraph, for consumers, the shipping of ordered goods is at the risk of OEM but at the expense of the consumer. The associated costs will be listed on the website.

7. If it proves impossible to deliver the ordered goods to the other party (in the agreed manner) or the goods are not collected due to reasons within the risk sphere of the other party, OEM has the right to store the goods at the risk and expense of the other party. The other party must enable OEM to deliver the goods within a period specified by OEM after notification of the storage or collect the goods within this period.
8. If the other party fails to meet their collection obligation after the period mentioned in the previous paragraph, they are immediately in default. OEM then has the right to dissolve the agreement immediately through a written declaration and sell the goods to third parties without any obligation to compensate for damages, costs, and interest arising from this. The foregoing does not affect the other party's obligation to compensate for any (storage) costs, delay damages, loss of profits, or other damages, nor OEM's right to enforce performance.
9. An agreed delivery period only commences when OEM has received all information necessary for the delivery and any agreed (advance) payment from the other party. If this causes a delay, the delivery period will be extended proportionately.

#### **Article 11: Complaints**

1. The other party is obliged to inspect delivered goods immediately upon receipt and to report any visible damages, errors, etc., immediately upon discovery—but no later than five working days after receipt—to OEM, followed by written confirmation.
2. Complaints about (a part of) the training must be reported by the other party in writing to OEM as soon as possible during the training—but no later than three months after completion of the training—on penalty of forfeiture of rights.
3. If a complaint is not reported to OEM within the time limits specified in the preceding paragraphs, the goods will be deemed to have been received in good condition and to comply with the agreement, or the training will be deemed to have been provided in accordance with the agreement.
4. Complaints do not suspend the other party's payment obligation, except where the other party is a consumer and expressly invokes suspension.



5. The other party must enable OEM to investigate the complaint and provide all relevant information. If returning the goods is necessary for the complaint investigation, this will be done at the other party's expense, unless the complaint is subsequently found to be justified. The transport risk is always borne by the other party.
6. In all cases, returning goods must be done in a manner determined by OEM and in the original packaging or wrapping.
7. No complaints can be made about goods that have changed in nature and/or composition after receipt by the other party or have been processed wholly or partly.
8. In the case of a justified complaint, OEM will—at its discretion—ensure the repair or replacement of the delivered goods, or enable the other party to participate (again) free of charge in (a part of) the training or another training. If there is additional damage, the liability provisions in these general terms and conditions apply.
9. In deviation from the previous paragraph, the consumer has the choice between repair or replacement of the goods or participation in the agreed training, unless this cannot reasonably be expected from OEM. Instead, the consumer may always dissolve the agreement by written declaration or request a discount on the agreed price.
10. In the event of complaints, a consumer must first approach the entrepreneur. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>).

## **Article 12: Guarantees**

1. OEM ensures that the agreed deliveries and training are performed properly and in accordance with industry standards but never provides a more extensive guarantee than expressly agreed upon between the parties.
2. OEM does not guarantee that the training will align with any prior education followed by the participant or any intended subsequent education, nor that the training will be awarded the accreditation points customary in the industry of the other party, unless expressly confirmed in writing by OEM.
3. The training materials developed and/or compiled by OEM are prepared with care and to the best of its ability. However, OEM cannot guarantee the accuracy and completeness of the training materials due to potentially new editions, other publications, changed insights, etc., released after the start of the training.

4. No appeal to the guarantee is possible as long as the other party has not fulfilled the agreed price for the goods and/or the agreed fee for the training.
5. The previous paragraph does not apply to consumers.

### **Article 13: Liability**

1. Except for the explicitly agreed or guaranteed quality requirements and/or results, OEM accepts no liability.
2. Notwithstanding the provisions of the previous paragraph, OEM is only liable for direct damage. OEM's liability for consequential damage, such as business damage, loss of profit and/or incurred loss, delay damage and/or personal or bodily injury, is expressly excluded.
3. The other party or consumer must take all necessary measures to prevent or limit damage.
4. If OEM is liable for damage suffered by the other party, OEM's obligation to compensate for the damage is always limited to the maximum amount paid out by its insurer in the relevant case. If OEM's insurer does not pay out or the damage is not covered by an insurance policy taken out by OEM, the obligation to compensate for damage is limited to the invoice amount for the training or the invoice amount for delivered training materials.
5. The other party must address OEM no later than three months after becoming aware of the damage or could reasonably have become aware of the damage.
6. For consumers, a period of six months applies instead of the previous paragraph.
7. The other party cannot invoke guaranteed quality requirements and/or results, nor hold OEM liable on other grounds if the damage arose: a. from using the goods or training materials contrary to instructions, advice, manuals, etc., provided by or on behalf of OEM; b. due to errors or omissions in the information provided by or on behalf of the other party to OEM; c. due to instructions or directives from or on behalf of the other party; d. because the knowledge level of the other party or prior education followed by the other party does not properly align with (the level of) the training.
8. In the cases listed in the previous paragraph, the other party is fully liable for all resulting damage and expressly indemnifies OEM against all third-party claims for compensation for this damage.
9. The limitations of liability in this article do not apply if the damage is due to intent and/or deliberate recklessness by OEM or its executive-level management or if

mandatory legal provisions prohibit such limitations. Only in these cases will OEM indemnify the other party against any third-party claims.

#### **Article 14: Payment between Companies (B2B)**

1. Training fees must always be paid before the start of the initially planned first training day, even if this day falls within 14 days of the invoice date.
2. Payment must be made within 14 days of the invoice date, unless otherwise agreed in writing. An invoice is considered correct if the other party does not object within this payment period. The 14-day period mentioned in this paragraph is a strict deadline within the meaning of Article 6:83 of the Dutch Civil Code. If the seller needs to send a notice of default, the seller may charge processing and follow-up costs of €50 excl. VAT.
3. If an invoice is not fully paid within the period mentioned in the previous paragraph or if no direct debit has taken place, the other party is in default. The other party owes OEM a default interest of 2% per month, calculated cumulatively on the principal amount. Parts of a month are counted as a full month.
4. In the event of default by the other party, OEM has the right to charge the other party extrajudicial collection costs amounting to 15% of the invoice amount, with a minimum of €150.
5. If full payment by the other party is not forthcoming, OEM has the right to dissolve the agreement without further notice by a written declaration or to suspend its obligations under the agreement until the other party has paid or provided adequate security. OEM also has this right if, before the other party is in default, there are justified reasons to doubt the other party's creditworthiness.
6. Payments made by the other party will first be applied to all outstanding interest and costs and then to the principal amount. The oldest/longest-standing claims are settled first.
7. If the other party acts in the course of a profession or business (trader), the other party may not set off OEM's claims against any counterclaims it has on OEM. Additionally, the trader's right to suspend payment is excluded. Both provisions also apply if the other party applies for (provisional) suspension of payment or is declared bankrupt.
8. For all periodic payments and/or payment arrangements, if the training is terminated prematurely, the other party remains liable for the outstanding balance of the fee at that time, which becomes immediately due.

## **Article 15: Payment by Consumers (B2C)**

1. OEM always has the right to demand (partial) advance payment or other security for payment from the consumer. The requested advance payment will be a maximum of 50% of the agreed price.
2. Payment must be made within 14 days of the invoice date, unless otherwise agreed in writing. An invoice is considered correct if the consumer does not object within this payment period. The 14-day period mentioned in this paragraph is a strict deadline within the meaning of Article 6:83 of the Dutch Civil Code.
3. If an invoice is not fully paid within the period mentioned in the previous paragraph or if no direct debit has taken place, the consumer owes OEM default interest pursuant to Article 6:119 of the Dutch Civil Code.
4. If payment is not made, OEM has the right to charge the consumer extrajudicial collection costs. OEM will send the consumer a reminder, granting at least 14 days from the day of receipt to pay without incurring extrajudicial costs. The amount of the extrajudicial costs will be included in that reminder.
5. The extrajudicial collection costs referred to in the previous paragraph are: a. 15% of the principal amount for the first €2,500 of the claim (with a minimum of €40); b. 10% of the principal amount for the next €2,500 of the claim; c. 5% of the principal amount for the next €5,000 of the claim; d. 1% of the principal amount for the next €190,000 of the claim; e. 0.5% of any amount exceeding the principal amount. This is with an absolute maximum of €6,775.
6. If full payment by the consumer is not forthcoming, OEM has the right to dissolve the agreement by a written declaration or to suspend its obligations under the agreement until the consumer has paid or provided adequate security. OEM also has this right if, before the consumer is in default, there are justified reasons to doubt the consumer's creditworthiness.
7. Payments made by the consumer will first be applied to all outstanding interest and costs and then to the principal amounts that are due longest.
8. For all periodic payments and/or payment arrangements, if the training is terminated prematurely, the consumer remains liable for the outstanding balance of the fee at that time, which becomes immediately due.

### **Article 16: Retention of Title**

1. OEM retains ownership of all goods delivered and yet to be delivered under the agreement until the other party has fulfilled all its payment obligations to OEM.
2. The payment obligations referred to in the previous paragraph consist of paying the purchase price of the goods, plus claims for work performed related to the delivery, and claims due to the other party's attributable failure to fulfill its obligations, such as claims for damages, extrajudicial collection costs, interest, and any penalties.
3. As long as there is a retention of title on the delivered goods, the other party may not in any way alienate, pledge, or transfer the goods by means of pledge lists into the (actual) control of a financier, except with OEM's written permission.
4. The other party must immediately inform OEM in writing if third parties claim to have ownership or other rights to the goods subject to retention of title.
5. The other party must store the goods carefully and as identifiable property of OEM as long as the retention of title applies.
6. If the other party acts contrary to the provisions of this article or if OEM invokes the retention of title, OEM and its employees have the irrevocable right to enter the other party's premises and take back the goods delivered under retention of title. This does not affect OEM's right to compensation for damages, lost profits, and interest and the right to dissolve the agreement by written declaration.

### **Article 17: Intellectual Property Rights**

1. OEM is and remains the owner of all intellectual property rights that rest on, arise from, relate to, and/or belong to the training provided and the training materials delivered by OEM under the agreement, unless expressly agreed otherwise in writing between the parties.
2. The exercise of the rights mentioned in the previous paragraph of this article is expressly and exclusively reserved to OEM both during and after the execution of the agreement.
3. The other party is prohibited from providing the training materials to third parties, allowing third parties to inspect them, or reproducing them without OEM's prior written permission.
4. The other party guarantees that all information it provides to OEM and any texts, works, etc., provided to OEM in connection with the training do not infringe any

copyright or other intellectual property rights of third parties. The other party is liable for any damage that OEM suffers as a result of such infringements and indemnifies OEM against third-party claims in this regard.

#### Article 18: Bankruptcy, Incapacity, etc.

1. OEM has the right to dissolve the agreement without further notice by a written declaration to the other party at the time when the other party: a. is declared bankrupt or a bankruptcy application has been filed; b. applies for (provisional) suspension of payment; c. is subjected to an execution seizure; d. is placed under guardianship or administration; e. otherwise loses the power of disposal or legal capacity concerning its assets or parts thereof.
2. The other party must always inform the curator or administrator of the contents of the agreement and these general terms and conditions.

#### Article 19: Force Majeure

1. In the event of force majeure on the part of the other party or OEM, OEM is entitled to dissolve the agreement without judicial intervention by a written declaration to the other party or to suspend the fulfillment of its obligations to the other party for a reasonable period without being liable for any compensation.
2. In these general terms and conditions, force majeure on the part of OEM means: a non-attributable failure by OEM, third parties, or suppliers engaged by it, or other compelling reasons on the part of OEM.
3. Circumstances constituting force majeure include: war, riots, mobilization, domestic and foreign disturbances, government measures, strikes within the organization of OEM and/or the other party or the threat of such circumstances, disruptions of the currency relations existing at the time of entering into the agreement, business disruptions due to fire, burglary, sabotage, natural phenomena, failure of electricity, internet or telephone connections, and illness or death of the intended trainer, where OEM cannot reasonably be expected to arrange for adequate replacement in time. What can reasonably be expected of OEM must be determined based on the concrete facts and circumstances (which training, which trainer, how much time exists between awareness of the force majeure situation and the start time of the training). If the force majeure situation occurs less than 48 hours before the start, it is not considered a reasonable period for replacement.
4. If the force majeure situation occurs after the agreement has been partially executed, the other party is obliged to fulfill its obligations to OEM up to that point.

## **Article 20: Cancellation/Rescheduling/Termination of Training Agreement (B2B)**

1. If the other party, acting in the exercise of a profession or business, wishes to cancel or terminate its registration for one or more training programs, it must notify OEM in writing. Unless expressly agreed otherwise in writing between the parties, cancellation will take place with due observance of the following fees: a. cancellation can be made without (damage) compensation up to 6 weeks before the start of the training, not counting the day of the training. The other party is then only liable for €25 excl. VAT in administration costs to OEM; b. for cancellation between 6 weeks and 2 weeks before the start of the training, not counting the day of the training, the other party owes OEM 50% of the agreed fee; c. for cancellation within 2 weeks before the start of the training, not counting the day of the training, the other party owes the full agreed fee. d. changing dates of Incompany and Virtual training within 2 to 6 weeks before the scheduled training day, OEM will charge 25% of the invoice amount of the relevant course. Changing dates of Incompany and Virtual training within 1 to 14 days before the scheduled training day is considered a cancellation according to paragraph c.
2. Besides the fee due to cancellation as mentioned in paragraph 1, the other party owes OEM all costs that OEM owes and has incurred to third parties (trainer/teacher, location, costs for study material). OEM will charge the actual costs, as invoiced to OEM, to the other party.
3. The other party is liable to third parties for the consequences of the cancellation and indemnifies OEM against claims from third parties arising from this.
4. OEM has the right to set off all amounts paid by the other party against the fee owed by the other party as mentioned in this article or other claims OEM may assert against the other party.
5. If the performance of the agreement is suspended at the request of the other party, the fee for all work performed and costs incurred up to that point is immediately due and payable, and OEM may charge this to the other party. OEM may also charge the costs to be made or incurred during the suspension period, as well as the reserved hours for the suspension period, to the other party.
6. If the performance of the agreement cannot be resumed after the agreed suspension period, OEM has the right to dissolve the agreement by a written declaration to the other party. If the performance of the agreement is resumed after the agreed suspension period, the other party must reimburse any costs arising from this resumption to OEM.



## **Article 21: Cancellation/Termination of Training Agreement (B2C)**

1. If the other party does not act in the exercise of a profession or business and notwithstanding the provisions in Article 5 of these general terms and conditions, the other party may terminate/cancel the agreement at any time.
2. The other party is then obliged to reimburse the costs incurred by OEM. Costs refer to those expenses that OEM has had to incur to facilitate the training if it had taken place without the termination. These costs include expenses for the training center, the trainer, and administrative costs.
3. In addition to paragraph 2 of this article, OEM is entitled to an amount of 35% of the agreed fee if the termination occurs within two weeks before the start of the training. This fee is the reasonable fee as referred to in Article 7:411 of the Dutch Civil Code and includes compensation for OEM's activities in facilitating the training, booking activities, administrative activities, and other preparatory activities for the training. If termination occurs between four and six weeks before the start of the training, the fee referred to in the previous sentence is 20% of the agreed fee. If termination occurs more than six weeks before the start of the training, no fee is due, and only costs as referred to in paragraph 2 will be charged.
4. The other party is liable to third parties for the costs of the cancellation and indemnifies OEM against claims from third parties arising from this.
5. OEM has the right to set off all amounts paid by the other party against the fee owed by the other party as mentioned in this article or other claims OEM may assert against the other party.
6. If the performance of the agreement is suspended at the request of the other party, the fee for all work performed and costs incurred up to that point is immediately due and payable, and OEM may charge this to the other party. OEM may also charge the costs to be made or incurred during the suspension period, as well as the reserved hours for the suspension period, to the other party.
7. If the performance of the agreement cannot be resumed after the agreed suspension period, OEM has the right to dissolve the agreement by a written declaration to the other party. If the performance of the agreement is resumed after the agreed suspension period, the other party must reimburse any costs arising from this resumption to OEM.

## **Article 22: Applicable Law/Jurisdiction**

1. Only Dutch law applies to the agreement between OEM and the other party. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.
2. Any disputes will be submitted to the competent court in the place where OEM is established, although OEM always retains the right to submit a dispute to the competent court in the place where the other party is established.
3. For consumers, absolute and relative competence requirements as described in the Dutch Code of Civil Procedure will apply in the event of disputes.
4. If the other party is established outside the Netherlands, OEM has the right to choose to submit the dispute to the competent court in the country or state where the other party is established.

## **ANNEX I - Right of Withdrawal**

If you purchase or receive services as a consumer, you have the right to withdraw from the agreement within 14 days without giving any reason. The withdrawal period expires 14 days after the day you or a third party appointed by you, who is not the carrier, takes physical possession of the goods.

To exercise the right of withdrawal, you must inform us of your decision to withdraw from the agreement by means of an unequivocal statement (e.g., in writing by post or email). You may use the attached model withdrawal form (Annex II), but you are not obliged to do so. To meet the withdrawal deadline, it is sufficient to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired. You can send the notification to the known contact details of OEM, which are also included in Annex II.

### **Consequences of Withdrawal**

If you withdraw from the agreement, you will receive all payments you have made up to that point, including delivery costs (with the exception of any extra costs resulting from your choice of a different delivery method than the cheapest standard delivery offered by us), promptly and in any case no later than 14 days after we have been informed of your decision to withdraw from the agreement. We will reimburse you using the same payment method as you used for the original transaction, unless you have expressly agreed otherwise; in any case, no fees will be charged for such reimbursement. We may withhold reimbursement until we have received the goods back or you have provided proof that you have returned the goods, whichever is earlier.

You must return the goods to us promptly and in any event no later than 14 days from the day on which you communicated your decision to withdraw from the agreement to us. You are on time if you send the goods back before the 14-day period has expired. You bear the direct costs of returning the goods. You are only liable for the diminished value of the goods resulting from handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.



## **Annex II - Model Withdrawal Form**

Model Withdrawal Form

(Please complete and return this form only if you wish to withdraw from the agreement)

- To: OEM, Mr. G. Hulsebos

Koetsierbaan 123

1315 SK ALMERE

ghulsebos@officeelearningmenu.nl

- I/We\* hereby inform you that I/We\* withdraw from the agreement concluded with OEM on [XX/XX/XXXX] under the right of withdrawal.

- I/We\* ordered on\*/received on\* [XX/XX/2024]

\*\*Delete as appropriate.

OEM points out that withdrawal can only take place within 14 days after the day on which the agreement was concluded for training agreements, while in the case of a sales agreement, the period starts 14 days after receiving the purchased goods.

Yours sincerely,

Name of purchaser/customer + signature + date