

TERMS Interactie Opleidingen

Interactie Opleidingen is registered with the Chamber of Commerce for Central Gelderland with number 50760394 its terms are filed with the Chamber.

SECTION I GENERAL

The provisions of Section I apply when INTERACTIE OPLEIDINGEN has come to an agreement with an entered party.

1. Definitions

- 1.1 **Interactie Opleidingen :**
Interactie Opleidingen (hereafter Interactie) is an officially recognized educational institution with the objective of organizing seminars, conferences, symposia, meetings and events. The transfer and/ or exchange of information and knowledge are central to these seminars, conferences, symposia, meetings and events. Interactie Opleidingen is exempt from VAT.
- 1.2 **Agreement:**
The agreement on all activities related to developing, providing and organizing a conference / symposium/ event / meeting or the agreement to attend the congress / symposium/ event / meeting in the broadest sense.
- 1.3 **Contracting Party:**
The party, which has entered into an agreement with INTERACTIE.
- 1.4 **Participant:**
The natural or legal person having a contract with INTERACTIE to attend a conference/ symposium/ event / meeting.
- 1.5 **Client:**
The natural or legal person having a contract with INTERACTIE to organize a conference / symposium/ event / meeting.
- 1.6 **Parties:**
INTERACTIE and contracting party together.

2. General

- 2.1 These General Conditions apply to every offer, tender and agreement between the parties that INTERACTIE stated these General Terms and Conditions for.
- 2.2 Additions and / or changes to these Terms and Conditions are only valid if agreed on in writing.
- 2.3 Any general purchase or other conditions of the contracting party only apply if the parties agree in writing. In the event that there are other conditions declared applicable, in addition to the Terms of INTERACTIE, the Terms of INTERACTIE prevail in case of conflict to the terms of INTERACTIE, unless agreed otherwise in writing.
- 2.4 If one or more provisions of these Terms and Conditions are invalid or void, the remaining provisions of these Terms and Conditions remain fully applicable. The parties will enter into negotiations to new provision(s) to replace the void or nullified provision(s) to agree as far as possible to the purpose and intent of the original provision.

3. Offers

- 3.1 The offers of INTERACTIE are valid for a period of 30 days after the date of the presentment of the offer, unless expressly stated otherwise in the offer.

4. Prices / Fees

- 4.1 All prices are exclusive government levies, as well as to any part of the contract costs, including shipping and handling, unless indicated otherwise.

5. Payment

- 5.1 Payment of invoices must be made within 14 days of the invoice date, unless otherwise agreed on in writing. Objections to the amount of the invoices shall not suspend the payment obligation. The contracting party is not entitled to suspend, to offset or compensate its payment for any reason whatsoever.
- 5.2 The contracting party is in default without notice by the expiration of a payment, regardless of whether the term of payment may or may not be attributed to the contracting party. Without prejudice to the other rights INTERACTIE is then authorized to raise the participant statutory interest on arrears calculated from the relevant due date.
- 5.3 INTERACTIE has the authority to suspend activities if the contractor is in default.
- 5.4 If the contracting party applies for a moratorium, the contracting party moratorium is granted, the bankruptcy of the contractor is requested, the party in bankruptcy is declared, and / or to be placed on a substantial part of the assets of the party seized the claims of the party INTERACTIE are due immediately.
- 5.5 Incoming payments serve to settle the outstanding amounts, including interest and costs.
- 5.6 When the party is in default, INTERACTIE is to collect collection costs [15%] of the outstanding amount along to collect court proceedings.

6. Implementation of the Agreement

- 6.1 INTERACTIE will execute the agreement to the best of its ability.
- 6.2 INTERACTIE made a commitment in favour of the quality of the conference / symposium / event / meeting, and monitors the quality.
- 6.3 The contractor shall ensure that all data which INTERACTIE deems necessary or which the contracting party should reasonably understand to be necessary for the execution of the agreement, is to be provided timely to INTERACTIE. If the information required is not provided by INTERACTIE in time for the execution of the agreement INTERACTIE has the right to suspend and / or resulting from the delay, to bring additional charge accordance with the usual INTERACTIE rates to the party for implementation of the agreement.
- 6.4 INTERACTIE is not liable for damage of any kind resulting INTERACTIE is assumed incorrect and / or incomplete information by the party, unless such inaccuracy or incompleteness INTERACTIE should have been aware of.
- 6.5 The contracting party must report, including a detailed description of the complaint(s). Complaints concerning the implementation of the agreement within six weeks after the occurrence of the relevant conference / symposium / event / gathering, in writing. After a specified period any right to complain expires.
- 6.6 The handling of a complaint does not suspend the payment obligation of the contracting party.

7. Majeure

- 7.1 In case of force majeure, which cannot be attributed to INTERACTIE, as it is not due to the fault of INTERACTIE and does not legal acts under the law, or in society at the expense of INTERACTIE. The contracting party shall promptly notify in writing, stating the cause, type and duration of the force majeure to expect and the provisions of the Convention, which cannot be fulfilled as a result.
- 7.2 Circumstances in each case, but not be regarded solely as force majeure: war, threat of war, terrorism, governmental action, transport disruptions, strikes, (natural) disasters, accidents, delay / non-delivery of suppliers and other serious disruptions in the business of INTERACTIE well the impossibility of fulfilment of the agreement due to shortcomings of INTERACTIE by implementing the agreement, engaged individuals and / or business.
- 7.3 In the event of force majeure INTERACTIE is entitled to:
 - a. Suspend the implementation of the provisions referred to in paragraph 1 and 2 of this Article during the force majeure or
 - b. Terminate the agreement in whole or partly, without being liable for damages.

- 7.4 If INTERACTIE, when the force majeure on its obligations has already fulfilled part of its obligations, INTERACTIE is partially entitled to invoice the deliverable part separately and the contracting party is obliged to pay this invoice.
- 7.5 The cost of moving as a result of force majeure the obligations of INTERACTIE, under this agreement, the contractor will be charged.

8. Suspension/ Termination

- 8.1 INTERACTIE is entitled the agreement with immediate effect, terminate or suspend, without being liable for compensation and without prejudice to the right of INTERACTIE, in whole or in part, without judicial intervention, by letter or by fax, rather than termination or suspension, demand performance and without prejudice to its right to compensation if:
- a contracting party fails to comply with the agreement and such breach within 14 days after the date of the notice verses is lifted;
 - b. after the conclusion of the agreement INTERACTIE aware of circumstances that have good reason to fear that the party can not fulfill its obligations under the agreement;
 - c. the contracting party applies for a moratorium or a moratorium is granted;
 - d. the bankruptcy of the contractor's request or the contracting party is declared bankrupt;
 - e. is placed on a substantial part of the assets of the party;
- 8.2 If INTERACTIE under this article, the agreement terminates or suspends any claim by INTERACTIE on the party immediately due and payable.
- 8.3 The contracting party is not (timely) performance still obliged to compensate INTERACTIE. INTERACTIE made all reasonable legal and other costs.

9. Intellectual Property Rights

- 9.1 INTERACTIE reserves all rights and powers entitled under the Copyright Act and / or other legal provisions relating to intellectual property.
- 9.2 The contracting party has the right to the goods supplied by INTERACTIE to party or made available or products (such as course material, advice) and / or contracting party in respect of the performance of work and / or services by INTERACTIE made available documentation or data carriers, all this in the broadest sense, to be used for personal use, provided that the party has fulfilled its financial obligations. The goods supplied by INTERACTIE, products, documentation and / or data carriers may not be reproduced by the contractor without the prior written consent INTERACTIE disclosed or provided to third or given into use.
- 9.3 The contracting party may not only contained in or on the goods supplied by INTERACTIE to party or made available or products and / or contracting party in respect of the performance of work and / or services by INTERACTIE available documentation or data carriers and one another in the broadest sense, common indication regarding rights referred to in paragraph 1 of this Article or designate trademarks or trade names of INTERACTIE or third parties (do) or change (do) removal.
- 9.4 INTERACTIE is entitled to use, in so far no confidential information, to third parties increased by the implementation of the agreement for other purposes.
- 9.5 Violation of the provisions of this Article, the party will be granted a fine of € 5,000 for each offense due to INTERACTIE, notwithstanding the right of INTERACTIE to full compensation for the damage suffered.
- 9.6 The provisions of this article shall also apply after the end of the agreement.

10. Secrecy

- 10.1 The contracting party is obliged to use confidential information, during and after the end of the agreement, which has come to his notice to keep secret and make it in any way to third parties and / or give the use and purpose for which such information available to the contracting party is held.
- 10.2 Confidential information is defined as:
- All written, oral or otherwise directly or indirectly provided information designated as such and / or for which the contracting party knows or ought to know is confidential;
- b . All product, marketing, customer and / or business that designation and / or which the contracting party knows or should know that it is confidential.
- 10.3 The obligations set out in this Article shall not apply to information:
- a which was already generally known, at the time of supply;
- b . after disclosure is published or otherwise made public unless such publication is illegal with respect to this agreement or any other agreement public;
- c . which was at the time of provision already lawfully in the possession of the contracting party;
- d. which is obtained without making a commitment towards INTERACTIE after delivery of a third party
- 10.4 By violation of the provisions of this Article, the party will be granted a fine of € 5,000 for each offense payable to INTERACTIE, notwithstanding the right of INTERACTIE to full compensation for the damage suffered.

11. Liability

- 11.1 INTERACTIE only accepts liability suffered by the party when damage is the result of a shortcoming in the fulfillment of the contract, if and to the extent that such liability is covered by the insurer of INTERACTIE and the amount of the payment by the insurance benefit.
- 11.2 If the insurer does not pay out, or is not covered by the insurance, liability INTERACTIE limited to the invoice value of the contract, at least that part of the agreement to which the liability relates.
- 11.3 The liability under this item is limited to direct damages .
- 11.4 . Direct damage shall mean only:
- the reasonable costs incurred to establish the cause and extent of damage, where the establishment relates to damage under these conditions;
- b . the reasonable costs incurred to have, unless these can not be attributed to the poor performance of INTERACTIE to the agreement;
- c . reasonable costs incurred to prevent or limit damage, in so far party demonstrates that these expenses resulted in mitigation of direct damage within the meaning of these terms and conditions.
- 11.5 INTERACTIE is never liable for indirect damage, including consequential, lost profits, lost savings and damage due to business stagnation.
- 11.6 The limitations of liability for direct damage contained in these conditions do not apply if the damage is due to intent or gross negligence of INTERACTIE or his subordinates.
- 11.7 Interaction is committed to performing to the best insight and ability.
- 11.8 In the performance of the agreement, Interaction is not liable for damage resulting from any (power) malfunction, malfunction of services rendered by third parties, or being inappropriate or becoming of the rooms or rooms used in the execution of the contract. The liability of Interaction will not go beyond the

availability of equipment and necessary personnel at another time to resume the agreed work as far as possible.

- 11.9 Interaction will treat the materials entrusted to her by the Client with great care. All liability for damages or loss of materials is excluded for any reason, except for intentional or gross negligence on the part of Interaction.
- 11.10 Interaction is never liable for indirect damage, including consequential loss and loss of profits.
- 11.11 Client indemnifies Interaction against third party claims in respect of copyright infringement and/ or industry / or industrial property rights as a result of Interaction for the Client.
- 11.12 Interaction will not be held liable by the Client if it has the opportunity to directly address its own insurance company or third party.
- 11.13 Contractor is never liable for (indirect) damage resulting from the use of course material inside and outside Interaction.
- 11.14 The contractor is never liable for the content of the course and the consequences that might be caused by what was taught or instructed during Interaction during Interaction.

12. Privacy

- 12.1 All information provided by the party in order to register for a seminar/ symposium/ event/ meeting will be recorded by INTERACTIE in its records for the purpose of billing and fulfillment of the agreement. INTERACTIE data provided may be used for sending information and/ or special purposes by INTERACTIE and specially selected companies.

13. Applicable law

- 13.1 The Agreement is governed by Dutch law.

14. Jurisdiction

- 14.1. All disputes arising out of or relating to this Agreement, shall be submitted to the competent court in the district Arnhem.

SECTION II

ORGANIZATION OF CONGRESS / SYMPOSIUM / EVENT / MEETING

The provisions set out in Section II in addition to the general provisions (Section I) of these terms and conditions apply if INTERACTIE with the client a contract to organize a conference / symposium / event / meeting is concluded.

15. Conclusion of the agreement

- 15.1 The agreement comes into effect once the client has accepted the offer made by INTERACTIE in writing.
- 15.2 All offers made by INTERACTIE are non-committal and can be withdrawn or modified, as long INTERACTIE has not confirmed in writing the acceptance of the contract to the client.

16. Implementation of the contract

- 16.1 INTERACTIE will commence as soon as possible after the signing of the agreement with the organization of a conference / symposium / event / meeting, unless otherwise agreed in writing.
- 16.2 INTERACTIE is entitled, if INTERACTIE finds it necessary for the proper performance of the contract, to outsource the fully or partially execution of the contract.
- 16.3 The specified INTERACTIE deadline for delivery is not considered fatal, unless otherwise agreed in writing. Exceeding the specified INTERACTIE term of delivery shall not be entitled to compensation. Exceeding the specified period for delivery is INTERACTIE after written notice of default.

17. Changes in the order

- 17.1 Changes to the original agreement of any kind should be accepted in writing by INTERACTIE.
- 17.2 The originally agreed period of performance may be void due to changes. Parties should then agree to a new period of performance in writing.
- 17.3 If it appears the implementation of the agreement can not lead to the desired result by the client, INTERACTIE will notify the client and consult on the sequel. INTERACTIE reserves the right to the agreed fee, unless otherwise agreed in writing.
- 17.4 Proceedings which are not covered by the Agreement, shall be performed by INTERACTIE only upon written order of the client and will be charged separately.
- 17.5 Additional work will be submitted by the client as soon as it is notified. Cost of additional work will be charged by the client, unless the parties have agreed in writing otherwise.
- 17.6 Work carried out by INTERACTIE before the contract between the parties was signed, will only be carried out upon written agreement of the client. This work will be charged on a separate basis.

18. Fees

- 18.1 The parties agree on a fee in writing.
- 18.2 If the parties have entered into an agreement with a term of more than one year or for an indefinite period, INTERACTIE is entitled to increase the fee every calendar year to a maximum of 50 % wage index of negotiated wages per month for adults and 50 % price index the fee each calendar household consumption of all households in the Netherlands, all in accordance with the methodology applied by the CBS. INTERACTION will increase the compensation within three months make known in writing before the start of the new financial year to the client.

- 18.3 If the increase of the fee exceeds the maximum provided for in paragraph 2 of this article, and the client does not agree with the increase, the parties renew negotiations to come to a new fee.
- 18.4 If the parties can not agree on the new fee referred to in paragraph 3 of this article, each of the parties shall be entitled to terminate the agreement by the end of the current financial year with the exception that current courses will be completed.
- 18.5 Contracts with a duration of more than 3 months can be invoiced periodically.
- 18.6 INTERACTIE is entitled to change the amounts stated in the order furthermore when after providing the contract, the costs charged by third parties modify or government levies should change.
- 18.7 INTERACTIE is authorized to make commission arrangements with third parties, without the client can assert a claim there.
- 18.8 When working on Saturdays, the hourly rates will be raised with 25%. For Sundays and public holidays the hourly rates will be raised with 25%.

19. Cancellation by client

- 19.1 Cancellation of the conference / symposium / event / meeting by the client must be made in writing .
- 19.2 To determine the cancellation fee, the date of receipt of the written cancellation received by INTERACTIE will apply.
- 19.3 If canceled, all the work which is done and the costs yet to make will be charged to the client.
- 19.4 If the cancellation is done within 1 year before the activity of organizing will take place, the client has to pay the total amount agreed upon, after deduction of the expenses that as a result of the cancellation will not be made , and which , moreover, can be not be charged to INTERACTIE by a third party.

20 . Permits

- 20.1 All the necessary permits to the conference / symposium / event / event should be requested in agreement between INTERACTIE and the client. The client bears the costs of the application and also to retain the licenses.

SECTION III

FOLLOW THE CONGRESS / SYMPOSIUM / EVENT / MEETING

The provisions specified in Section III are in addition to the general provisions (Section I) of these general terms and conditions applicable if the participant and INTERACTIE enter into an agreement to attend a conference / symposium / event / meeting.

21 . Conclusion of contract

- 21.1 The agreement comes applicable as soon as the participant in accordance with the provisions of Article 22 has been notified.

22 . Application and admission

- 22.1 Application for a conference / symposium / event / meeting must be made by providing a fully and correctly completed application form to INTERACTIE.
- 22.2 INTERACTIE can set admission requirements to the participant. These requirements may be related to, among other things their previous education and / or experience or degree of specialization of the participant. To determine whether the participant meets the eligibility requirements, INTERACTIE may obtain preparatory courses mandatory. The participant is deemed to comply if it is informed that the participant is allowed to the course .
- 22.3 INTERACTIE is entitled to be refuse a participant to a conference / symposium / event / meeting without giving reasons, in which case the participant is entitled to a refund of the course fee. The non - admission of the participant to a conference / symposium / event / meeting will be confirmed in writing by INTERACTION .

23 . Payment

- 23.1 If the participant is in default as provided in Article 5, paragraph 2, INTERACTIE is entitled to discontinue the presence and / or the return of the transmission of (course) materials and any homework assignments to exclude any examination, to refrain from sending a certificate of attendance or a certificate or not awarding training points.

24. Cancellation by participant

- 24.1 Cancellation of the conference / symposium / event / meeting by the participant must be made in writing.
- 24.2 Cancellation by the participant without penalty costs is possible up to six weeks before the start of the conference / symposium / event / meeting. Cancellations between eight weeks and four weeks before the conference / symposium / event / meeting participant, 50 % of the course fee is due. If canceled later than four weeks before the conference / symposium / event / meeting participant the course fee is due.
- 24.3 The participant can send a substitute to the congress / symposium / event / meeting to participate, provided that it is done four weeks in advance in writing to INTERACTIE. INTERACTIE must give its written consent and provided that the participant meets the eligibility requirements . If a replacement for the participant to the conference / symposium / event / meeting participates, the replacement of the course fee is due.
- 24.3 In case of premature termination of the conference / symposium / event / meeting by the participant, no refund of the course fee will be held .

25 . Modification date / cancellation by INTERACTIE

- 25.1 INTERACTIE is entitled, without giving any reason, the conference / symposium / event / to change the meeting to another date, in which case the participant has the right to cancel without costs. The participant will be notified by INTERACTIE of his decision in writing.
- 25.2 INTERACTIE is entitled, without giving any reason to cancel the conference / symposium / event / meeting in which case the participant is entitled to a refund of the full course fee paid to INTERACTIE . The participant will be notified by INTERACTIE of his decision in writing.

26 . Claims and complaints

- 26.1 If the participant has any claims or complaints concerning the implementation of the agreement, within 14 days after discovery of the alleged defect or at least within 14 days after the last course of the respective congress / symposium / event / meeting , notify , in writing, under accurate description of the complaint (s) over time limits specified in any advertising expires or to complain.
- 26.2 The handling of a claim or complaint does not suspend the payment obligation of the participant.
- 26.3 A complain or lament is not possible if the alleged defect was caused by the negligence of the participant or the participant has acted as given by INTERACTIE explicit instructions and directions, or if he has not fulfilled its obligations towards INTERACTIE.
- 26.4 If the participant is in compliance with the provisions of the preceding paragraphs complaint or file a complaint and its advertising or complaint is upheld by INTERACTIE, INTERACTIE will still perform the contract as agreed, unless such has become demonstrably useless. The participant must notify INTERACTIE in writing.
- 26.5 If still performing the contract has become demonstrably useless as referred to in the preceding paragraph, the participant is entitled to a price reduction.