

General delivery conditions CM Partners BV trainings

Article 1 Applicability

1. These conditions apply to all CM Partners BV training agreements.
2. These conditions apply to all CM Partners BV trainings, both open schedule and in-company (customised).
3. Deviations from these conditions are only binding if and insofar as they were confirmed in writing by CM Partners BV.
4. General Purchasing Conditions of the client do not apply unless accepted by CM Partners BV in writing.

Article 2 Establishment of the agreement

1. The agreement between CM Partners and the client is established through (1) signature of the quotation by the client, (2) the written confirmation by CM Partners of the registration or assignment of the client by email or regular mail.
2. Registration for open schedule trainings takes place on the basis of order of registration. If the number of participants is exceeded, alternatives will be sought in consultation. Preliminary registration (options) should be made final within 1 week.

Article 3 Cancellation of the training by the client

1. The client has the right to cancel the training in writing or by email. Cancellation by the client takes place free of charge up to 4 weeks before the starting date.
2. If the training is cancelled up to 2 weeks before the starting date, 50% of the agreed fee for the training is charged.
3. If the training is cancelled up to 1 week before the starting date, 75% of the agreed fee for the training is charged.
4. If the training is cancelled within 1 week before the starting date, 100% of the agreed fee for the training is charged.

Article 4 Replacement/modifications

1. A participant can be replaced by another participant if this is communicated to CM Partners BV prior to the training by email.
2. For a training for which prior self-study is required, replacement of a participant is only possible up to 1 week before the start of the training.
3. CM Partners BV reserves the right to, in case of special circumstances or insufficient participation, cancel or suspend trainings or change training dates. In such cases, consultation on alternatives will take place with the participants. CM Partners BV does not accept any liability for any costs born by the participant or others which result from cancellation, suspension or changes. If the training has already been paid for, the client has the right to

reimbursement of the entire amount paid to CM Partners BV.

Article 5 Rates

1. All CM Partners BV rates are in Euros and exclusive of VAT.
2. The rates as listed on the website apply to open schedule trainings.
3. For open schedule trainings, the rates include accommodation costs (local, coffee/tea, soft drinks, lunch), as well as training materials and literature.
4. For in-company trainings, CM Partners BV will submit a quotation and the rates listed therein will apply.

Article 6 Payment

1. CM Partners BV sends an invoice at the beginning of the training.
2. Payment of the invoice for the training must take place no later than 14 days after the invoice date.
3. If the client does not complete the payment within the agreed period, he is in default without any notice being required. From the due date, CM Partners BV is always entitled to change the legal interest. In the absence of timely payment, CM Partners BV is authorised to immediately suspend the training.
4. The client is in the case of non-timely payment always required to reimburse CM Partners BV for all reasonable legal and extra-judicial collection expenses.

Article 7 Suspension and termination

1. CM Partners has the right to suspend the training or terminate the agreement if the client has not fulfilled his payment obligation in a timely fashion, without prejudice to the provisions of article 6.
2. The assignment concluded between CM Partners BV and the client can be terminated by both parties immediately by registered letter if: the other party requested suspension of payment or the other party filed a petition for bankruptcy.

Article 8 Copyright

1. CM Partners BV is the copyright holder of all training materials issued by CM Partners BV, unless explicit indicated otherwise. No data from any material may be published or reproduced in any way by the client without the written permission of CM Partners BV.
2. The copyright on reports, proposals and other documents which arise from CM Partner BV activities are also held by CM Partners unless otherwise agreed upon in writing.

Article 9 Liability

1. CM Partners BV endeavours to carry out the received assignments to the best of its insight and ability.
2. CM Partners BV accepts no responsibility towards the client for any damage other than that which is covered by its liability insurance and insofar as the insurer carries out payment when applicable.
3. Outside of the cases referred to in paragraph 2, the liability is limited to the amount that was charged for the action which caused damage, or, in case of a fixed-term agreement, the invoice amount over a period of 6 (six) months. The compensation payment will in any case be limited to € 12.500.
4. CM Partners BV will never be liable for damage resulting from any shortcoming on the part of the client in the fulfilment of his obligations, including providing sufficient cooperation in the execution of the agreement; incorrect and/or incomplete and/or information not provided on time by the client. The client is responsible for the correctness and completeness of the information essential to the project.
5. CM Partners BV is never liable for indirect damage, including consequential damage, loss of profits and damage due to business stagnation.
6. CM Partners BV will not be held liable if the client has the possibility to contact his insurance company or that of a third party directly in connection with the damage.

Article 10 Disputes and Mediation

1. In cases where both parties cannot resolve a dispute, CM Partners BV agrees to the appointment of a mediator.
2. In cases where the mediator has not provided an appropriate solution, article 11.2 will take effect immediately.

Article 11 Applicable law and competent court

1. Dutch law applies to each agreement between CM Partners BV and a client.
2. Disputes arising from agreements to which these conditions apply and which do not belong to the jurisdiction of the subdistrict court will be submitted to the court in Utrecht.