



## **General terms and conditions for trainings delivered by CM Partners BV**

### **Article 1 Applicability**

1. These terms and conditions of delivery apply to all open-schedule and in-company training agreements entered into by CM Partners BV.
2. Deviations from these terms and conditions are only binding if and as far as they have been confirmed in writing by CM Partners BV.
3. General Purchase Conditions of the client do not apply, unless they have been accepted in writing by CM Partners BV.

### **Article 2 Establishment of the agreement**

1. The agreement between CM Partners BV and the client is established to:
  1. signature of the proposal by the client or;
  2. written confirmation by CM Partners BV of the registration or assignment of the client by e-mail or post.
2. Registration for open-schedule training courses takes place on the basis of order of registration. If the maximum number of participants is exceeded, alternatives will be sought in consultation. Preliminary registrations (options) must be finalized within 2 weeks.

### **Article 3 Cancellation of the training by the client**

1. The client has the right to cancel the training in writing, by e-mail or post. Cancellation by the client can be made free of charge up to 4 weeks before the start date of the training.
2. In case of cancellation up to 2 weeks before the start date of the training, 50% of the agreed amount for the training will be charged.
3. In case of cancellation up to 1 week before the agreed start date of the training, 75% of the agreed amount for the training will be charged.
4. In case of cancellation within 1 week before the agreed start date of the training, 100% of the agreed amount for the training will be charged.

### **Article 4 Replacement/modifications**

1. A participant can be replaced by another participant, who also meets the admission requirements for the training, if this has been communicated to CM Partners BV by e-mail prior to the start of the training. Replacement is only possible for the entire training and can therefore not take place after the first day of training has started.
2. For a training that requires prior self-study, replacement of a participant is only possible up to 1 week before the start of the training.
3. CM Partners BV reserves the right, in case of special circumstances or too little participants, to cancel or pause training or change training dates. In such cases, alternatives will be sought in consultation with the participants. CM Partners BV accepts no liability for any costs incurred by the participant or others arising from cancellation, pausing or modification. If the training has already been paid for, the client is entitled to a refund of the full amount paid to CM Partners BV in the event of cancellation of the training by CM Partners BV.
4. If measures have been taken by the government or advice is given so that CM partners BV cannot reasonably be expected to give physical training to the students present at a planned location, CM Partners BV has the right to convert the planned training to an on-line training on the same date no later than the day before the training. At that time, the client is not entitled to cancel the training or to a refund of (part of) the agreed rate. This applies, for example, if the government advises to work from home unless this is absolutely necessary for the performance of the work.

### **Article 5 Rates**

1. Rates for the services of CM Partners are rates in euros excluding VAT, excluding accommodation costs and including travel costs in the Netherlands, with the exception of the Wadden Islands.
2. For open roster training, the rates as stated on the website [www.cmpartners.nl](http://www.cmpartners.nl) apply.
3. For open-schedule training, the rates include arrangement costs (training room, coffee/tea,



soft drinks, lunch), as well as training materials and literature.

4. For in-company training CM Partners BV issues a quotation and the rates as mentioned in the quotation apply.

#### **Article 6 Payment**

1. CM Partners BV will send an invoice no earlier than 14 days before the start of the training.
2. Payment of the invoice for the training must be made in euros no later than 14 days after the invoice date.
3. If the client does not pay within the agreed period, he is in default without any notice of default. From the due date, CM Partners BV is always entitled to charge the statutory interest. If timely payment is not made, CM Partners BV is entitled to immediately suspend the execution of the training.
4. In the event of non-compliance, the client is always obliged to reimburse CM Partners BV for all reasonable judicial and extrajudicial collection costs.

#### **Article 7 Suspension and termination**

1. CM Partners BV has the right to suspend the execution of the training or to terminate the agreement if the client has not fulfilled his payment obligation in time, without prejudice to the provisions of Article 6.
2. The assignment concluded between CM Partners BV and the client can be terminated by registered letter with immediate effect by one of the parties if: the other party has applied for suspension of payments or a petition for bankruptcy of the other party has been submitted.

#### **Article 8 Copyright**

1. The copyright on training materials published by CM Partners BV rests with CM Partners Holding BV or CM Partners BV, unless expressly stated otherwise. Without the written permission of CM Partners Holding BV or CM Partners BV, no data from any material will be published by the client and/or reproduced in any way whatsoever.

#### **Article 9 Liability**

1. CM Partners BV makes every effort to carry out the given assignments to the best of its knowledge and ability.
2. CM Partners BV does not accept any liability towards the client for any damage other than in the event that its liability insurance covers the damage and as far as the insurer proceeds to pay out if necessary.
3. Apart from the cases referred to in paragraph 2, liability shall be limited to the amount charged for the action causing damage or, in the case of a fixed-term agreement, to the invoice amount over a period of 6 (six) months. Under no circumstances will the compensation exceed € 12,500.
4. CM Partners BV will never be liable for damage resulting from any shortcoming of the client in complying with its obligations, including providing sufficient cooperation in the execution of the agreement; incorrect and/or incomplete and/or not timely provided data from the client. The client guarantees the accuracy and completeness of the information essential for the project.
5. CM Partners BV is never liable for indirect damage, including consequential damage, loss of profit and damage due to business interruption or business stagnation.
6. CM Partners BV will not be held liable if the client has the possibility to directly address his insurance company or that of a third party with regard to the occurrence of the damage.
7. The limitations of liability set out in this article shall not apply in the event of intent or gross negligence.

#### **Article 10 Disputes and Mediation**

1. In cases where both parties cannot solve 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 shall enter into force without delay.



**Article 11 Applicable law and competent court**

1. Dutch law applies to every agreement between CM Partners BV and a client.
2. Disputes arising from agreements to which these terms and conditions apply and which do not fall within the competence of the subdistrict court will be subject to the court in Utrecht.