

Terms and Conditions of Acradac, EMC Training and Consultancy

These Terms and Conditions are written in the usual legal style. Nevertheless, the most important is that no information given to Acradac will be disclosed to any third party and that Acradac will execute the agreement to the best of its abilities. In case of difference of opinion on a matter, Acradac will always strive to solve the problem in mutual cooperation with the client.

Artikel 1. Definitions

- 1.1. In these Terms and Conditions the following definitions are used:
- a. contractor: Acradac, EMC Training and Consultancy located at de Huipen 37, 5581 TR Waalre, registered at the Dutch Chamber of Commerce (Kamer van Koophandel) under number 63686503;
 - b. client: the natural person or legal entity that concludes an agreement with the contractor;
 - c. agreement: The activities that are to be executed by the contractor and are to be agreed upon by both the client and contractor together with the conditions under which this will take place;
 - d. participant: the natural person that participates in a training, as well as the natural person on whose behalf the client has concluded an agreement with the contractor;
 - e. training: the training that is provided by the contractor;
 - f. employee: the natural person that executes the agreement on behalf of the contractor;
 - g. materials: All advices, concepts, quotations, educational materials or (electronic) files that are developed or provided by the contractor.

Artikel 2. General

- 2.1. These Terms and Conditions apply to every offer, quotation and/or agreement between the contractor and client.
- 2.2. The applicability of any purchase or other conditions that the client may have is explicitly rejected.
- 2.3. Deviations from these Terms and Conditions are only valid if agreed upon in writing or per email.
- 2.4. Should one or more provisions of these Terms and Conditions be void or be declared void, then all other provisions will remain applicable. The provisions that are void or declared void shall be replaced by the contractor by other provisions that will, as much as possible, take into account the same purpose and scope as the original one(s).
- 2.5. In the case that the contractor does not demand a strict compliance with these Terms and Conditions does not mean that its provisions are not applicable anymore nor that the contractor loses any right to strictly apply all provisions of these Terms and Conditions in other cases.
- 2.6. The contractor has the right to change the Terms and Conditions unilaterally. The client will be informed in writing or per email, if a new version of the Terms and Conditions is available.

Artikel 3. Quotations

- 3.1. All quotations are non-binding, unless explicitly agreed upon otherwise.
- 3.2. A quotation of the contractor is valid for a period of 14 days, unless agreed upon differently in writing or per email.
- 3.3. If, in this period, no agreement is reached, the client can no longer derive any rights. After the period of 14 days quotations will be expire completely.
- 3.4. Quotations with a repeating character are only valid for the time frame that is fixed by the contractor and is communicated in writing or per email.
- 3.5. The prices in the quotation are in Euros and excluding VAT.
- 3.6. Obvious errors or mistakes on the website, in quotations, publications, email correspondence or agreements, do not bind the contractor.
- 3.7. Everything that is provided by the contractor in order to make a quotation is and stays inalienable property and is to be returned immediately by the client at the first request of the contractor.

Artikel 4. Establishment of the agreement

- 4.1. The agreement is established at the moment that the client accepts, in writing or per email, the quotation and the Terms and Conditions, as offered by the contractor.

Artikel 5. Changes in the agreement by the client

- 5.1. If, after the agreement has been established, the client wishes changes in the agreement, then the contractor is entitled to change prices and delivery dates, if applicable, or to cancel the agreement as a whole.
- 5.2. If the client wishes the changes after the beginning of the work activities, then the client is obliged to pay at least 100% of the agreed price, even if the changes lead to less work for the contractor.

- 5.3. If the changes desired by the client lead to extra work activities, then the price of that extra work will be calculated with the same price rates and under the same conditions as the initial agreement.

Artikel 6. Cancellation by the client

- 6.1. The client has the right to cancel the agreement in writing or per email.
6.2. Cancellation is without costs up to 4 weeks before the first day of the work activities.
6.3. If the cancellation is done in the period between 4 weeks before the first day of the work activities and the first day of the work activities, then the client is obliged to pay 50% of the total price of the agreement.
6.4. If the cancellation is done on the first day of the work activities or later, then the client is obliged to pay 100% of the total price of the agreement.

Artikel 7. Execution of the agreement

- 7.1. Every agreement leads to the obligation for the contractor to comply with the agreement with the best of his abilities, with appropriate care and with professional skills. The contractor can not guarantee that his work activities will lead to the desired results. The success of the work activities is also dependent on the mutual cooperation of both parties and on circumstances on which the contractor has no influence.
7.2. The contractor has the right to have (a part of) the work activities executed by a third party. The client will be informed in advance, should this happen.
7.3. The contractor can never be obliged to execute work activities that are in conflict with his professionalism, any third-party right, any legal right or what is generally accepted as social standards.
7.4. If the employee cannot execute the work activities for the client due to illness or other circumstances, then the client will be notified as soon as possible.

Artikel 8. Obligations of the client

- 8.1. The client takes care that all information, means and facilities that, according to the contractor are necessary for the execution of the agreement, will be supplied or made available to the contractor in a proper way, complete and in time. If the information, means and facilities that are necessary for the execution of the agreement are not provided or made available in time to the contractor, then the contractor has the right to suspend the agreement and/or to invoice all extra costs to the client that may occur from the delay, this to the usual tariffs.
8.2. The client is to refrain from any conduct that makes it impossible for the contractor to execute his tasks in a proper way.
8.3. The client is obliged to immediately inform the contractor about facts and circumstances that can be of importance for the execution of the agreement. The client needs to inform the contractor, if possible in advance, in writing or per email about any changes in his contact data, such as address or telephone number changes.
8.4. The client is obliged to take care that the participants comply with the provisions of these Terms and Conditions. The client is responsible for the behaviour of the participants he has enlisted for the training.

Artikel 9. Training

- 9.1. The contractor is authorized to deny further access to the training to any participant that misbehaves or otherwise unreasonably hinders proper execution of the training. In this case, the total agreed price is still to be paid by the client, without prejudice to the right of the contractor to indemnification of possible damage.
9.2. The participant is expected to actively participate in the training.
9.3. During the training, the participant is not to be disturbed by telephone calls, text or other messages or emails, unless the contractor has given permission to the participant to do so.
9.4. If the participant or participants involved in the training do not appear and/or stay at the agreed time and place for whatever reason, then the total agreed price is still to be paid by the client.
9.5. If the training is attended by more participants than fixed in the agreement, then the extra number of participants will be invoiced as additional costs, for the agreed rate in the quotation.
9.6. If costs arise from damage or vandalism caused by any participant, then, in the case that those costs cannot be recovered from the offenders themselves, those costs are to be paid by the client who has enlisted the participants.
9.7. Every participant will receive a paper copy of the presentations, for own use only. Electronic copies will not be provided.

Artikel 10. Invoicing and payments

- 10.1. The contractor sends the invoice after completion of the work activities. If the execution of the agreement extends over a period longer than one month, then an invoice will be send every month, at the end of that month.

- 10.2. Invoices are to be paid within 30 days after the date of the invoice, unless agreed upon differently in writing or per email.
- 10.3. Objections to the amount of the invoice, do not suspend the client's payment obligation.
- 10.4. Complaints about the invoices need to be submitted within 8 days after the date of the invoice, either in writing or per email.
- 10.5. If the client does not pay or pay in time, then the client is to pay legal interest on the outstanding amount over the period between the due date of the invoice until the day of payment of the full amount of the agreement. Also, all judicial and extra-judicial costs for collection are to be paid by the client. The extra-judicial costs are fixed at 15% of the total amount of the invoice, with a minimum of € 100,-.
- 10.6. The contractor is entitled to ask for a deposit, which is to be paid before the first day of the work activities.
- 10.7. All payments done by the client are to fulfil, in the first place all outstanding interests and costs and in second place all invoices that are due for payment, even if the client states that the payment is for an invoice of a later date.
- 10.8. If the client is in state of liquidation, bankruptcy or suspension of payments, then all claims of the contractor and all obligations of the client towards the contractor, will be immediately claimable.

Artikel 11. Confidentiality

- 11.1. The contractor commits himself to confidentiality of all received information related to the agreement of which he knows or can suspect that they are confidential.
- 11.2. If the contractor, on basis of a legal provision or a judicial decision, is required to provide confidential information to a third-party indicated by law or a competent court and the contractor is not granted, by law or by a competent court, refusal to give evidence, then the contractor is not liable for any compensation or indemnification and can the agreement not be canceled by the client.

Artikel 12. Intellectual property

- 12.1. Unless the contractor and the client have agreed differently in writing, the contractor exclusively is and remains the right holder of all intellectual property rights of the materials.
- 12.2. The contractor gives the client the right to use the materials solely within and for the benefit of his own organisation, but only after the client has fulfilled all his financial and other obligations in connection with the agreement.
- 12.3. Without prior permission of the contractor, the client is not allowed to present, show, make public or to copy in any form, the materials.
- 12.4. If the client commits a breach of the intellectual property of the contractor, then the client is liable for all consequent damage suffered by the contractor.
- 12.5. The client indemnifies the contractor from all third-party claims on intellectual property rights of materials or data that are provided by the client for execution of the agreement.
- 12.6. Without prior consent of the contractor it is not allowed to make video and/or audio recordings of the training.
- 12.7. The contractor reserves the right to use the knowledge obtained during the work activities for other purposes, provided that no confidential information is given in any way to third-parties.

Artikel 13. indemnification

- 13.1. The client safeguards the contractor from all third-party claims on intellectual property rights of materials or data that are provided by the client for execution of the agreement.

Artikel 14. Liability and period of limitation

- 14.1. During the training, all participants are personally liable for all damage inflicted on themselves or third-parties.
- 14.2. The contractor cannot be obliged to pay any compensation for any damage that is a direct or indirect consequence of:
 - a. an event that is out of his control and cannot be attributed to his acts or omissions, as amongst others is described in provision 16;
 - b. any act or omission by the client, his subordinates or other persons that are contracted by or in behalf of the client.
- 14.3. Despite all appropriate care, the contractor is not liable for any damage as a consequence of any act or omission based on information obtained from the client, unless the contractor can be accused of serious fault or gross negligence.
- 14.4. The client is and remains, at all times, the sole responsible for complying with the legislation of electromagnetic compatibility. The contractor can never be held liable if this compliance is not or not immediately obtained.
- 14.5. The contractor is not liable for damage or loss of data as a consequence of transport of these data by means of telecommunication facilities.

- 14.6. The contractor cannot be held liable by the client if the results from the work activities by the contractor do not meet the client's expectations.
- 14.7. The contractor is never liable for consequential damage, loss of profit, loss of sales, delay damage, missed costs savings, reputational damage, fines and/or other legislation measures and damage due to business interruptions.
- 14.8. If, nevertheless, the contractor is legally liable, then this liability is limited to the value of the invoice and only for the part of the agreement for which the liability is applicable.
- 14.9. All claims towards the contractor that have not been presented to the contractor within 1 year after they arose, will expire.

Artikel 15. Postponement and dissolution of the agreement

- 15.1. The contractor is allowed to postpone his obligations or dissolve the agreement if:
 - a. the client does not, not entirely or not in time fulfills his obligations of the agreement;
 - b. after establishment of the agreement the contractor obtains knowledge that give good reason to doubt the fulfillment of the client's obligations.
- 15.2. if the client has requested suspension of payment or is declared bankrupt, then the contractor is entitled to immediately dissolve the agreement.

Artikel 16. Force majeure

- 16.1. Force majeure can consist of, amongst others, but not exclusively: weather conditions; disruptions in internet traffic and/or email traffic; power line failures; attacks of any kind on computer data; hacker attacks; governmental measures; theft; fire; illness or personal circumstances of the employee; traffic jams.
- 16.2. Force majeure can also consist of a non-attributable short-coming of a third party that is sub-contracted by the contractor.
- 16.3. The contractor has the right to cancel an agreement, in the case that a force majeure hinders a proper execution of the work activities. In that case no further invoicing to the client will be done.

Artikel 17. Applicable law and disputes

- 17.1. Only the Dutch law is applicable to this agreement and all disputes that may arise from it.
- 17.2. If a dispute arises and can not be settled between both parties, either of the parties is allowed to bring the dispute to a competent court.
- 17.3. All disputes that arise between the client and contractor as a result of the agreement, shall be settled by a competent court in Eindhoven, The Netherlands, with exclusion of all others.
- 17.4. These Terms and Conditions in English have been translated from Dutch as a service for non-Dutch speakers. However, no rights can be claimed from the English version of the Terms and Conditions. In the case of a dispute, rights can only be claimed from the provisions as described in the Dutch version.

The Terms and Conditions in Dutch are registered at the Dutch Chamber of Commerce (Kamer van Koophandel) under number 63686503.

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