

# Terms and Conditions Step Up Smart

## 1 General

- 1.1 In these Terms and Conditions the following definitions apply:  
Contractor: Step Up Smart, established in Lochem, registered with the Chamber of Commerce under number 71093508 .  
Client: the contractual counterparty of the Contractor.
- 1.2 These conditions apply to all offers made by the Contractor, to all agreements concluded by the Contractor and to all agreements that may result therefrom.
- 1.3 The Contractor explicitly rejects the applicability of any general terms and conditions of the Client.

## 2 Offer and concluding agreement

- 2.1 All proposals of the Contractor mentioned in the offer are without obligation, unless explicitly otherwise agreed.
- 2.2 An offer becomes an agreement by the Client's acceptance of the Contractor's offer in writing or e-mail.
- 2.3 If the Client provides the Contractor with data, the Contractor may assume the accuracy of these data and shall base his offer and performance of the Agreement thereon.

## 3 Price

- 3.1 Contractor is entitled to increase the agreed price in the interim period after the conclusion of the agreement and the execution, if and insofar unforeseen cost-increasing circumstances (such as VAT / taxes) occur, or after the sending of the offer. That being the case, the Client will always be informed about this in writing or by e-mail.
- 3.2 The quotation in the offer also includes travel and accommodation expenses and other costs (photocopies, assessments, preparation time) and advance payments.
- 3.3 All amounts are exclusive of VAT and other taxes or levies, unless expressly stated otherwise.

## 4 Confidentiality

- 4.1 With the exception of statutory regulations, the Contractor is obliged to treat all information and data of the Client towards third parties confidential. In relation to the contract Contractor will take all precautionary measures to protect the interests of the Client. Likewise, the Client will not make any announcements to third parties about the approach, working methods and reports of the Contractor, without the Contractor's consent.

## 5 Intellectual Property

- 5.1 At all times the Contractor shall retain all rights to presentations, documents, handouts, illustrations and / or the related information and know-how.
- 5.2 The items mentioned in the previous paragraph may not be copied in full or in part without the written permission of the Contractor, nor be shown to third parties, delivered or made known in any other way, nor used or made available by the Client, other than for the purpose for which they have been provided by the Contractor.
- 5.3 The Client indemnifies the Contractor against infringements of intellectual property rights of third parties.



## 6 Terms of payment

- 6.1 Unless otherwise agreed, the following payment arrangement applies: payment within 14 days after (partial) invoice date.
- 6.2 Irrespective of the agreed payment conditions, the Client is obliged to provide sufficient security for payment at the request of the Contractor. If the Client does not comply with this request within the set term, Client will be in default. Contractor then has the right to dissolve the agreement and to recover Contractor's damage from the Client.
- 6.3 The right of the Client to settle its claims against the Contractor is expressly excluded, unless the Contractor becomes bankrupt. The full claim for payment is immediately due if:
  - a. a payment term has been exceeded;
  - b. the Client is bankrupt, or in suspension of payments;
  - c. the Client as a company is dissolved or liquidated;
  - d. the Client as a natural person is placed under guardianship or dies.
- 6.4 Client owes interest starting 14 days after the invoice has been received. If the invoice has already been sent before the Contractor delivered service, then a period of 14 days after the receipt of the service applies. If the payment has not been made within the agreed period of 14 days, the statutory interest will become effective without a demand for payment or notice of default being required.
- 6.5 Interest in business transactions: The interest due for business transactions is equal to the statutory commercial interest rate determined in accordance with the Civil Code (section 6: 119a and 120 paragraph 2 of the Dutch Civil Code).
- 6.6 Interest in transactions with consumers: The interest due on transactions with consumers is equal to the statutory interest rate determined in accordance with the Civil Code (section 6: 119 and section 120, subsection 1 of the Dutch Civil Code).
- 6.7 Extrajudicial costs for business transactions: If payment does not take place within the agreed period of 14 days, the Client is in default without notice of default and the Client owes the Contractor the extrajudicial collection costs amounting to 15% of the principal sum plus interest on the grounds of Article 6.5, with a minimum of € 500.-. If the extrajudicial costs actually incurred exceed the above calculation, the actual costs incurred are payable by the Client.
- 6.8 Extrajudicial costs in transactions with consumers: If payment by a consumer is not made within the agreed period, the consumer / Client owes to Contractor the extrajudicial collection costs in accordance with the law that came into force on July 1, 2012 in connection with the standardization of compensation for costs incurred in obtaining payment extrajudicially. The consumer / Client shall only owe the fee after he has commenced the default (article 6:81 of the Dutch Civil Code), and has been demanded fruitlessly to pay within a period of fourteen days, starting the day after reminder, by a statement containing the consequences of the absence of payment, including an indication of the amount of the reimbursement that is reimbursed in accordance with the 'Decree for extrajudicial collection' which costs are owed.
- 6.9 If the Contractor is successful in legal proceedings, all legal costs incurred in connection with this procedure shall be borne by the Client.

## 7 Impracticability of the assignment

- 7.1 If one of the parties is affected by a situation of force majeure, it will immediately notify the other party. Parties will consult to try to find a reasonable solution.
- 7.2 The Contractor has the right to suspend the agreed activities if he is temporarily prevented from fulfilling his obligations due to circumstances beyond his control or which he was or could not have known at the conclusion of the agreement.
- 7.3 Strikes and work interruptions, weather influences, theft or loss of materials in any way are in any case circumstances as referred to in the previous paragraph.
- 7.4 If performance is permanently impossible, the agreement can be dissolved for that part that has not yet been fulfilled. In that case, the Client is not entitled to compensation for the damage suffered as a result of the dissolution.

## 8 Change of the assignment

- 8.1 If circumstances arise during the assignment that were unforeseen at the start of the assignment were not provided, parties will in mutual consultation and in good harmony look for a solution, such as adaptation of the assignment. 3
- 8.2 If the scope of the assignment given to the Contractor changes after the conclusion of the relevant agreement for whatever reason, the Contractor is entitled to charge any additional work to the Client.
- 8.3 Additional work also applies if the information provided by the Client does not correspond with reality.
- 8.4 When changing the assignment, the adjusted and new conditions will be added to the original assignment and thus become part of it.

## 9. Termination of the assignment

- 9.1 If the Client does not, not properly or not in time fulfil any obligation of the agreement concluded with the Contractor, as well as in the event of bankruptcy, suspension of payment or placement under guardianship or administration of the Client or the suspension or liquidation of his business, the Contractor shall be entitled to terminate the agreement in whole or in part or to suspend the (further) execution of the agreement. In those cases, the Contractor shall furthermore be entitled to demand immediate payment of the amount due to Contractor.
- 9.2 This does not affect the other rights vested to the Contractor, including the right of compensation for the damage suffered as a result of the dissolution.
- 9.3 In case of a dissolution as mentioned in the first paragraph Contractor is never obliged to pay any compensation of damage to the Client.
- 9.4 If the Client also prevents proper performance by the Contractor after notice of default, the Contractor has the right to dissolve the agreement.
- 9.5 Circumstances that create a force majeure situation for the Contractor are in any case: deliberate conduct and / or gross negligence of persons of whom the Contractor makes use in the performance of the obligation; unsuitability of items that the Contractor uses in the performance of the obligation.
- 9.6 The Contractor also reserves the right for compensation for the damage suffered as a result of dissolution by mutual consent.
- 9.7 In case of cancellation of an order for a training by the Client , the following refund schemes apply:  
Cancellation by the Client can be made free of charge up to four weeks before the start of the first training day;  
Cancellation between two and four weeks before the first training day: Client is obliged to compensate 50% of the agreed total training fee;  
Cancellation between zero and two weeks before the first training day : Client is obliged to compensate 75% of the agreed total training fee;  
Regardless of the number of weeks during which the Client cancels the training, preparation activities already carried out will be charged.

## 10 Liability

- 10.1 The Contractor will make every effort to execute the services to be provided by him to the best of his knowledge and ability, in accordance with the requirements of good workmanship. Naturally, the Contractor and the Client will consult with each other about the way the assignment will be carried out. The results of the application and use of the studies and advice provided by the Contractor depend on many factors that fall outside its sphere of influence. Although the contract will be performed by the Contractor to the best knowledge, ability, and in compliance with the requirements of good craftsmanship, Contractor cannot give any guarantees regarding the results of the studies and any advice provided by him. The Contractor therefore has a best effort obligation.
- 10.2 Contractor is only liable for damage suffered by the Client which is the direct and sole result of an attributable to Contractor deficiency in the execution of the contract, provided that this is due to the non-observance by the Contractor of the care, expertise and expertise that may be relied upon in the context of the contract in question. In doing so, the following restrictions must be observed:
  - 10. 2a Not eligible for compensation is trading loss, loss of income and the like, for whatever reason.
  - 10. 2b The Contractor is never liable for damage caused by intent or gross negligence of third parties.

- 10.2c The damage to be paid by the Contractor shall be moderated if the fee to be paid by the Client in the context of the assignment is small in relation to the extent of the damage suffered by the Client.
- 10.2d The liability of the Contractor for the damage caused by the shortcomings is at all times limited to a maximum of the amount of the fee as received by the Contractor for its work within the framework of that assignment. For assignments that have a duration longer than half a year, a further limitation of the liability referred to here will apply up to a maximum of the invoice amount of the Contractor for the last three months.
- 10.3 The Client cannot derive any rights from advice from the Contractor that does not relate to the assignment given.
- 10.4 The Contractor is not liable for the insecurity of electronic communication and is also not liable for the interception, manipulation, infection, delay or incorrect (forwarding) of electronic communication, including the viruses and spam filters.
- 10.5 Damage compensation claims expire one year after Client is known or could reasonably be aware of the relevant damage and Contractor as potential responsible party, unless previously forfeited or barred on the basis of applicable law.

## **11 Disputes and Complaints**

- 11.1 Agreements between the Client and the Contractor are governed by Dutch law.
- 11.2 Submitting a complaint does not give the Client the right to suspend all or part of his obligations.
- 11.3 If a dispute arises between the Client and the Contractor related to or on the basis of the assignment, the parties will try to settle this dispute amicably.
- 11.4 A dispute is present if one of the parties makes this known to the other party in writing, stating that party's opinion of the subject of the dispute.
- 11.5 After receipt of the complaint, the Contractor will send an acknowledgment of receipt to the Client within 5 working days, stating the period within which the complaint will be handled. Depending on the nature and size of the complaint, this term is a maximum of two months.
- 11.6 In order to settle the dispute amicably, it is possible to submit the dispute jointly to an independent expert for advice or mediation. The costs for this will be borne by the party who is unsuccessful by this independent expert.
- 11.7 If the dispute is not resolved or no agreement can be reached between the parties on the appointment of an independent expert, it will be submitted to the competent Dutch civil court.