

General Terms & Conditions for Sale and Delivery of Pimentel Communications International

**Pimentel Communications International is registered with the Chamber of
Commerce for North-West Holland, number 37056511.**

Article 1 General

- 1.1 These terms & conditions apply to all offers made by Pimentel Communications International (hereinafter PCI), and to all contracts and agreements made between PCI and the client/participant, as well as all the legal acts carried out either in preparation or implementation thereof.
- 1.2 The applicability of any general terms & conditions or stipulations from the client/participant are expressly excluded.
- 1.3 Changes or additions to these terms & conditions and/or agreement or contract are only effective provided that they have already been approved by PCI in writing.

Article 2 Tenders

- 2.1 Tenders and/or quotations or offers from PCI are without obligation and are considered as an invitation to place an order or assignment.
- 2.2 The period of validity for tenders or quotations is 30 days, unless otherwise stipulated, and is on the understanding that an agreement or contract only comes into effect, insofar as determined at article 3.3, once an order or assignment (for providing training courses as well as carrying out other services) has been placed by the client/participant within this period and has been accepted by PCI.
- 2.3 No rights can be exercised on the tender or quotation after the period of validity has expired.

Article 3 Registration for training courses and/or the formation of agreements or contracts

- 3.1 Registration for training courses should be made in writing by signing the tender or quotation or offer provided by PCI.
- 3.2 Registration for a training course must be received by PCI at least ten (10) working days prior to the start of the course.
- 3.3 A contract or agreement (for providing training courses as well as other services) only comes into effect once PCI has accepted the order or assignment (or course registration) from the client in writing.
- 3.4 All statements or details about the services and products, including the duration of the courses, the scope and technical performance of the training material or other issues are made according to the best knowledge of PCI, but may, within reason, deviate from this.
- 3.5 Errors of a minor nature found in the training material or in other services carried out by PCI, including translation and text services provided by them, and concerning such issues as typographical errors which have no effect on the editorial content or the illustrations and

graphics, etc, of the material in question, will not be accepted as a reason for rejecting the product, refusing to accept delivery or changing the originally agreed price.

Article 4 Order or assignment

- 4.1 In these general terms & conditions, an order or assignment is understood to be that which is received by PCI from the client/participant:
- In order to provide a training course, whether or not for the personnel of the company or organisation in question, or as the case may be for an individual themselves and/or by them on behalf of a third party.
 - For the production and supply of teaching material in whatever form it may be.
 - To provide other services such as: translations, writing texts or industrial documents, all in the broadest sense.
- 4.2 PCI reserves the right to engage third parties for implementing any of these orders or assignments.
- 4.3 Changes made to an order or assignment by the client/participant only commit PCI insofar as they have been received in writing by them, or insofar as PCI has already started to implement the requested changes to the said order or assignment.

Article 5 Cancellation

- 5.1 PCI retains the right to cancel a training course at any time and/or reject an application for such a training course, without being obliged to pay any compensation.
- 5.2 If an order or assignment is cancelled for whatever reason by the client/participant within two weeks of the agreed starting date, they will still be liable to pay 50% of the training course fee. (Training course fee is defined as follows: the fee for the training and the course material.) Where an order or assignment is cancelled after this period has elapsed, or where the participant does not appear for training, 100% of the training course fee will be charged.
- 5.3 Where a client/participant requests to alter the details of the order or assignment within two weeks prior to the start of the training course, and PCI is in agreement with these changes, a charge of 25% of the training course fee will be made. Lessons not attended during a training course are deemed to be cancelled.
- 5.4 Where a lesson has been deferred to another date it cannot later be deferred to yet another date, nor can it be cancelled.
- 5.5 In the case of in-company and individual training courses, a lesson can be moved forward by a single lesson date, up to five, (two for individuals) working days prior to the planned date and without further charge. Cancellation within the stated period results in the lesson in question being cancelled without further compensation. **In all other cases the above applies with respect to the compensation of expenses.**
- 5.6 Unless otherwise agreed, the entire training course must be completed within a period that is no more than double the originally agreed period, starting from the agreed date of the first lesson and with a maximum duration of one year.
- 5.7 A lesson which is part of a private group training course can only be cancelled where all the participants were registered for the course through a single client. The same rules apply to this as those for the cancellation of a lesson which is part of an in-company training course.
- 5.8 Cancellations and postponements must be made in writing and should be in the possession of PCI within the periods stated above.
- 5.9 Where a PCI training course has been assigned to one of its partners for implementation, there may be deviations from what has been stated above, as well as to the conditions in relation to lesson or course cancellation that apply. If this is the case, PCI will indicate this to the

client/participant prior to the start of the training course and provide a copy of the alternative conditions of cancellation.

Article 6 Prices

- 6.1 All prices are exclusive of VAT, unless expressly stated otherwise. PCI is authorised to pass on any changes of the rate of VAT to the client/participant. Prices and rates are based on the circumstances prevailing at the time that the agreement or contract was made. Where circumstances change after the agreement or contract has been signed, PCI retains the right to alter its prices accordingly up to a maximum of 4% per annum. When an increase exceeds this amount, the client/participant has the right to cancel the agreement or contract subject to a period of two months. Price increases must always be announced at least two months prior to being implemented.
- 6.2 Changes or alterations made to a training course can result in the agreed price and/or original timetable and dates being amended. These changes shall not give grounds for the termination of the agreement or contract or for lowering the agreed price.

Article 7 Payment

- 7.1 Unless expressly agreed, the client/participant must pay PCI the amount invoiced to them within a period of 14 days from the date of the invoice, or at least prior to the start of the training course.
- 7.2 All charges made to the client/participant must be paid in full without any discounts being taken or making any other type of deduction. Client/participant is not authorised to make setoffs or suspensions of payment.
- 7.3 If payment is not received on time, the client/participant is automatically in default without further notice of default being required.
- 7.4 Client/participant is liable for interest charges on any outstanding amounts at the statutory rate, without prejudice to their other obligations, between the due date of the invoice and date on which the payment has been received in full.
- 7.5 Any expenses incurred by PCI for collecting the outstanding amounts will be charged to the client/participant. These costs will amount to at least 10% of the invoice amount with a minimum of €125 of the amount to be collected.
- 7.6 PCI retains the right to request security of payment when signing an agreement or contract, and in the case of failure to provide this, PCI is entitled to suspend the execution of its services.

Article 8 Guarantee

- 8.1 With respect to the client/participant, PCI guarantees that the training courses and other services it provides comply with that which has been agreed with them. Complaints must be reported to PCI as soon as they arise. On the condition that complaints are reported on time and it can be adequately demonstrated that the training course and/or other service did not match what had been agreed, PCI shall again thoroughly implement the training course or other service in question. By carrying this out, PCI fully discharges its obligations to the client/participant and will not be held liable for any claims for compensation or damages.
- 8.2 PCI is in possession of ISO 9001 certification.
- 8.3 PCI is CEDEO certified.

Article 9 Intellectual property, including prohibition to approach trainers directly

- 9.1 The copyright and/or any other intellectual property rights on the teaching material created by PCI or any other work arising from, or connected with an order/assignment or training course, remains the property of PCI, unless this has already been agreed otherwise in writing.
- 9.2 The client/participant may use the teaching material created, or any other work made available by PCI solely for their own personal use.
- 9.3 The client/participant is not permitted to copy either in part or in full, or make available to a third party, or to copy or publish any teaching material or any other work without receiving prior, written permission from PCI.
- 9.4 With the assignment of an order, the client/participant declares that they will not approach, either directly or indirectly, the PCI trainers during a period of five (5) years after the completion of the order or assignment in question, with a request to carry out training for the client/participant without the intervention of PCI and at the risk of the imposition of a penalty on the client/participant by PCI of €10,000 per infringement and €1,000 per day that the infringement continues and with the obligation to pay for the damages where the penalty does not cover the actual amount involved.

Article 10 Liability, company details

- 10.1 **PCI's liability is restricted to the following conditions.**
- 10.2 PCI's liability is all cases restricted to the highest amount of the invoice value for the agreement or contract, but only up to a maximum of €5,000 per claim.
- 10.3 Furthermore, PCI's liability is restricted to direct damages. Liability for indirect damages (e.g. consequential damages, loss of profits, lost savings and such like) are excluded.
- 10.4 PCI accepts no liability for damage to (personal) property belonging to the client/participant.
- 10.5 All teaching material designed, created and drawn up by PCI, as well as any other services, and arising from or in connection with the order/assignment or training course, is carefully compiled to the best of its knowledge. PCI can warrant neither the correctness nor the completeness of this material. PCI does not accept any liability for damage, of any nature, caused as a consequence of any dealings or decisions made which are based on the materials or services in question.
- 10.6 Where the client/participant provides drawings, models or other references in the broadest sense of the word, for setting up and/or compiling teaching materials or any other services, they remain responsible for ensuring that the production and/or availability of such teaching materials are not subject to intellectual property rights or that any other rights belonging to the third party are infringed. Client/participant indemnifies PCI against claims by third parties in this respect.
- 10.7 PCI undertakes to take the utmost care with all company details or information provided by the client/participant. This information will only be shared, published or used in the presence of third parties after PCI has consulted with the client/participant.
- 10.8 Any information provided by the client/participant to PCI will be used by it without restraint for conducting the training course according to the order/assignment, unless this has already been agreed otherwise.

Article 11 Termination

- 11.1 Without any liability for any form of damages, PCI can terminate the contract with the client/participant with immediate effect and without recourse to the courts, by registered letter whenever one of the following situations arises.
- 11.2 Where the client has requested for a moratorium on payments or filed for bankruptcy or is declared to be in a state of bankruptcy or offers a voluntary arrangement, or where any part of their property has been seized.
- 11.3 Where the client discontinues its activities, seeks to cease with the objects stated in articles of association, decides to go into liquidation or loses its corporate status.
- 11.4 Where the client/participant does not pay, or does not pay on time, or still has not paid the outstanding amounts with respect to their obligations regarding one or more issues resulting from the agreement or contract within a period of 30 days after PCI has demanded payment by way of registered letter.
- 11.5 The aforementioned does not prejudice any other rights accorded to PCI, such as those for collecting overdue monies and/or compensation.

Article 12 Special stipulations and/or force majeure

- 12.1 If according to the reasonable assessment of PCI a situation of force majeure arises, it retains the right to partly or wholly terminate the contract or agreement or to temporarily suspend implementation of the contract or agreement, without being liable for any claims for damages.
- 12.2 In the event of any prepayments made by the client/participant, PCI will reimburse these pro rata, after deduction of 20% of the total invoice value as compensation for any expenses it has incurred. Where the amount already paid amounts to less than 20% of the total invoice value, no repayment will be made.
- 12.3 Where a force majeure concerns a particular training course session, PCI will endeavour to fix a separate time or day for that session or move the session forward to the following agreed date.
- 12.4 In the event of illness on the part of the trainer, PCI will endeavour to find an equivalent trainer to replace them within as reasonable a time as possible.
- 12.5 If a replacement cannot be found, PCI will inform the client/participant of the situation within 24 hours when they can then rearrange the date of the session in consultation with PCI and at no extra cost.

Article 13. Applicable law and choice of law

- 13.1 Dutch law applies to the all contracts and agreements used by PCI Languages.
- 13.2 Conflicts that arise shall in the first instance be submitted to the jurisdiction in Alkmaar insofar as within a period of one month of PCI invoking this provision, the client/participant has still not indicated that it wants to bring the conflict before a competent jurisdiction.