

General Terms and Conditions DHTC bv

Article 1 APPLICABILITY

1. D.H.T.C. - Den Helder Training Centre – B.V., hereinafter called DHTC, established and situated in Den Helder, is a Dutch private limited company, registered at the Chamber of Commerce in Alkmaar under registration number 37059305.
2. All offers by and all assignments to DHTC to provide services to the customer and all related agreements are subject to these general terms and conditions.
3. The customer can only appeal to own stipulations and/or conditions deviating from these conditions if and insofar as those conditions or stipulations have been explicitly accepted in writing by DHTC.

Article 2 NATURE OF THE SERVICES TO BE EXECUTED

Included in the activities as indicated in the second part of article 1 are in any case - but not limited to this - the provision of training, the supply to the customer of reports regarding the training and submitting advises in the field of business operation, all in the widest sense of the word.

Article 3 OFFERS, FORMALIZATION OF CONTRACT AND CHANGES HEREIN

1. All offers and proposals by DHTC are without any obligation. DHTC has the right to revoke an offer at all times. DHTC is only bound to an offer made once (i) the customer has signed the offer, and (ii) DHTC has received signed offer from the customer; or once DHTC has commenced performance of the agreement. Assignments and the acceptance of offers by the customer cannot be revoked by customer.
2. Prices mentioned in an offer are exclusive of VAT or similar taxes and levies, as well as costs to be incurred within the scope of the performance of the agreement (for example, shipping and administrative charges), insofar as not evidenced otherwise by the offer.
3. DHTC reserves the right to charge for preparations time if she deems this necessary for a proper execution of certain orders.
4. The customer will be informed regarding the preparation time deemed necessary.

Article 4 PERFORMANCE OF THE AGREEMENT

1. DHTC will perform the agreement according to its best insights and ability. DHTC is entitled to perform the work as it deems appropriate, DHTC may engage third parties for the performance of the work and DHTC may perform the work in parts.
2. The customer must ensure that all information (i) of which DHTC indicates to the customer that such is necessary for the performance of the agreement or (ii) of which reasonably understand that such is necessary for the performance of the agreement, shall be supplied by the customer to DHTC without undue delay. If the customer does not comply with the aforementioned obligation or fails to do so without undue delay, DHTC will be entitled to suspend performance of the agreement and/or charge the customer the ensuing additional costs according to customary rates.
3. The customer guarantees the accuracy and completeness of the information it has provided to DHTC. If the customer does not comply with the aforementioned obligation, it shall be liable for the ensuing damage, unless the inaccuracy or incompleteness was obvious and evident to DHTC.
4. If it is agreed between the parties that the agreement will be performed in stages, DHTC is entitled to suspend parts that belong to a subsequent stage until the customer has approved the previous stage in writing.
5. If DHTC, or third parties it engages, performs work at the customer's site or a site designated by the customer, the customer will provide the facilities reasonably required by those employees free of charge.
6. The customer ensures that those using DHTC's services have the required health statements and/or inspection certificates for such services. In the absence of such health statements and/or inspection certificates DHTC will be entitled to withhold the services from those involved. Acquiring services from DHTC without the necessary health statements or inspection certificates is at all times for the risk of the customer.

Article 5 TERM OF THE AGREEMENT, PERFORMANCE TERM

1. The agreement is entered into for an indefinite period of time, unless agreed otherwise by the parties in writing.
2. If DHTC has agreed with the customer upon a certain end date or term for the performance of the services, and in the event such end date cannot be met due to circumstances which can be attributed to DHTC, the customer is entitled to give DHTC a reasonable period of no less than 20 business days within which the services should be finalized by DHTC. Subsequent to such reasonable period, the customer is entitled to terminate the agreement on the part that has not been performed. Exceeding the reasonable period agreed upon or given by the customer for the performance of the services will not entitle the customer to non-performance of any of its obligation ensuing from the agreement or to any damages or compensation or alternative damages or compensation.

Article 6 INVOICED AMOUNTS FOR FEES AND COSTS

1. The fee of DHTC is determined according to the current price list, a daily rate or part thereof or as a fixed fee, either in connection with a specific order, or per calendar year. In case no fixed fee has been agreed regarding a specific order, or calendar year, the fee is determined based on the daily rate or part thereof.
2. The invoice is specified in such a way that the customer has sufficient insight into the components, which together form the invoiced amount.
3. At the request of DHTC an advance payment can be demanded before the commencement or during the execution of the order. The advance payment is consolidated in the final statement of expenses.
4. DHTC can increase its prices for the services to be performed under the agreement, if DHTC's costs related thereto increases as a result of (government) measures, social security levies and/or statutory rules and regulations, applicable to DHTC.

Article 7 PAYMENT

1. Payment should be effected in Euros and within 30 days after the invoice date and in the manner as designated by DHTC in the invoice, without any discount or set off. Objections to the amount charged do not suspend the obligation to pay. DHTC can at any time demand full or partial advance payment and/or otherwise require security for payment for the services performed or to be performed under the agreement.
2. If the above term of payment is exceeded by customer, the customer will automatically be in default of the agreement. Once the customer is in default of any payment, all other claims DHTC has on the customer will immediately be due and payable, and default will occur immediately, without notice, with regard to those claims as well. As from the day on which the customer is in default, it shall owe DHTC the statutory trade interest, all without prejudice to all other rights accruing to DHTC.
3. In the event of liquidation, insolvency, attachment or suspension of payments on the part of the customer, all DHTC's claims on the customer are immediately exigible.
4. All judicial or extrajudicial costs incurred by DHTC as a result of the customer's default shall be paid by the customer.

Article 8 INVESTIGATION AND RECOVERIES

1. The customer must report complaints regarding defects and shortcomings in the services provided under the agreement to DHTC in writing within 5 business days after discovery of such defects/shortcomings, but no later than 10 business days after the service was provided. The notice of default must state the details of the defects/shortcomings default as accurately as possible, so that DHTC can respond adequately.
2. If a complaint is valid, DHTC shall perform the services in the correct manner, unless performing the services is no longer useful to the customer and the customer can demonstrate in writing that this is the case, in which case DHTC will credit the services in question.

Article 9 CANCELLATION OF TRAINING/COURSE AND TERMINATION

The following cancellation conditions apply to training/course(s) confirmed by DHTC in writing:

1. Cancellation of the confirmed training/course reservation or training/course participation can only be effected in writing (by e-mail) sent to DHTC's booking office.
2. In case of a cancellation of an individual training/course participant:
 - Cancellation more than 14 days prior to the commencement date of the training/course: DHTC will not charge any costs;
 - Cancellation more than two working days, but less than 14 days prior to the commencement date of the training/course: the customer will pay 50% of the training/course fee;
 - Cancellation less than two working days prior to the commencement date of the course or NO SHOW: the customer will pay the entire price of the training/course.

In case of a cancellation of a group of training/course participants 4 persons or more):

 - Cancellation more than 30 days prior to the commencement of the training/course: DHTC will not charge any costs;
 - Cancellation less than 30 days prior to the commencement date of the training/course: the customer will pay 50% of the price of the training/course;
 - Cancellation less than 15 days prior to the commencement date of the training/course or NO SHOW: the customer will pay the entire price of the training/course.
3. Any examination fees related to the training/course will be charged on to the customer in full.
4. Any amounts paid in advance by the customer with respect to the cancelled training/course will be refunded, less the above costs for cancellation.
5. DHTC is entitled to cancel standard training/courses with open registration not later than 14 days prior to the commencement date, if the number of registrations received for the training/course in question is lower than the established minimum. If the customer has registered for a standard training/course which is cancelled, DHTC will inform the customer of any alternative dates for the standard training/course concerned.
6. In case of termination of a contract which in the view of DHTC were necessary for a proper execution of the order and which have already been made, are charged to the customer.
7. If customer does not, not in time or insufficiently, meet any obligation described in these general conditions or arising in some other way from the agreement, he is in default without a judicial liability being required. If the customer gets into bankruptcy applies for a moratorium or ends business, in which case DHTC has the right to terminate the order without observing the period of notice. The customer is liable for all damage suffered by DHTC as a result from the termination of the order.
8. The parties can terminate an agreement related to the services other than offering a training, in writing, with due observance of a notice period of at least two months.
9. If an agreement is terminated prematurely by DHTC, DHTC will be responsible, in consultation with and at the expense of the customer, for transferring services yet to be performed to third parties, unless there are facts and circumstances upon which the termination is based that can be attributed to the customer. In the latter instance, DHTC is not obliged to organise the transfer of the services.

Article 10 LIEN

DHTC has the right to postpone delivery of items she has in possession in connection with any order till her claims or any order(s) are met.

Article 11 COPYRIGHT

1. Unless otherwise agreed upon with the customer, all reports, syllabi, forms and such, as provided by DHTC, are copyrighted. This implies as well that DHTC does not hand over the right of multiplication for the benefit of the customer and his employees.
2. The customer is not permitted to make photographs, to film and/or videotape the training or training facilities without the prior, written authorisation of the management of DHTC.

Article 12 CONFIDENTIALITY

DHTC, as well as the persons executing work for her or on her behalf, are committed confidentiality towards third parties with regard to all information known to her because of the nature of the order or made available by the customer insofar as it concerns data of a confidential nature.

Article 13 FORCE MAJEURE

Unforeseen circumstances causing DHTC not being able to execute the order or not in time or not without, in her opinion, undue extra effort and/or costs, shall be considered to constitute force majeure for DHTC.

Article 14 LIABILITY

1. In case DHTC is held responsible for damages, direct or indirect, resulting from work executed by her, the responsibility of DHTC is limited to the amount, which in this specific matter will be paid according the General Public Liability Insurance policy ("Aansprakelijkheidsverzekering") of DHTC.
2. DHTC is never liable for indirect damage, including but not limited to loss of profits, lost savings and damage as a result of the stagnation of operations, except in the case of intent by DHTC.
3. Entering the sites of DHTC is at one's own risk. DHTC is not liable for any damage to vehicles or other machinery of the customer or its subordinates.
4. If the customer uses a training facility of DHTC, which use is not within the scope of any activity led by DHTC, then the activities will be performed exclusively under the responsibility of the customer and the customer will accordingly be liable for any type of damage to itself and/or DHTC, and the customer indemnifies DHTC against all liabilities related hereto.

Article 15 DISPUTES

Any disputes arising out of or in connection with the contract shall be referred to arbitration in the Netherlands of a single arbitrator appointed by agreement between the customer and DHTC. The contract shall be governed by and construed in all respects in accordance with the law of the Netherlands, and each party submits the non-exclusive jurisdiction of the Netherlands courts.

Article 16 APPLICABLE LAW

Dutch law is applicable to all offers, commissions and agreements and the disputes arising from them.