

## **GENERAL CONDITIONS OF SUPPLY: CENTRUM VOOR WETENSCHAPS- EN TECHNOLOGIE STUDIES B.V.**

established in the municipality of Leiden and having its office at 2333 BN Leiden, Kolffpad 1, registered in the trades register of the Chamber of Commerce under number 28091567, hereinafter referred to as CWTS.

### **Article 1 - Definitions**

In these General Conditions of Supply, capitalised terms shall have the following meanings:

*General terms and conditions:* these present General conditions of supply.

*Course(s):* all forms of education.

*Course date:* date on which the Course takes place.

*Continuing performance contract:* Contract in which the Parties undertake to provide continuous, recurring or successive performance at successive times.

*Quotation:* the making of a (Written) offer.

*Order confirmation:* written confirmation of the Quotation by CWTS.

*Client:* Client means any party who (jointly) issues the Order to provide services or advice, or to issue a Quotation.

*Contract or Order:* Contract or Order means the commitment entered into by CWTS with its Client(s).

*Parties:* CWTS and Client(s) between whom a (Continuing performance) Contract has been established.

*Written:* Written also means by email, fax or any other means of communication which, in view of the state of the art and generally accepted standards, can be equated therewith.

*Activities* means all Activities for which an Order is given, or which are performed by CWTS on other grounds, and which are directly related to the Contract or Quotation.

### **Article 2 - Applicability**

- 2.1.** These General terms and conditions apply to each and every negotiation, Quotation, Order confirmation, Contract, Activities or other legal relationship to which CWTS has declared these General terms and conditions applicable, to the extent that these General terms and conditions have not been expressly deviated from by the Parties in Writing.
- 2.2.** The acceptance and retention by Client without comment of any offer, Quotation, Order confirmation or Contract in which reference is made to these General terms and conditions shall constitute consent to the application of these General terms and conditions in full.
- 2.3.** Any General terms and conditions or other terms and conditions of Client are not valid. Their applicability is expressly rejected by CWTS.
- 2.4.** One or more of the provisions of these General terms and conditions may only be deviated from at the Client's request if so agreed in Writing in the Contract, without affecting or otherwise rendering inoperative the other provisions, and exclusively in respect of an individually identified Order.
- 2.5.** If one or more provisions in these General Terms and Conditions is at any time wholly or partially void or annulled, the Contract shall otherwise remain in force. The clause in question will be replaced without delay, in consultation between CWTS and the Client, by a clause that reflects the purport of the original clause as closely as possible.
- 2.6.** Uncertainties about the interpretation or content of one or more provisions of the General Terms and Conditions or situations not provided for in these General Terms and Conditions shall be interpreted 'in the spirit' of these General Terms and Conditions.
- 2.7.** If CWTS does not always demand strict compliance with these General terms and conditions, this does not mean that the provisions of these General terms and conditions do not apply, or that CWTS shall to any extent lose the right to demand strict compliance with the provisions of these General terms and conditions in other cases.
- 2.8.** CWTS has the right to unilaterally amend or supplement these General terms and conditions. Such amendments shall also apply to Contracts running at the time of the amendments. Amendments will be notified to Client by email and will enter into force 30 (thirty) days after the notification.

### **Article 3 - Quotations**

- 3.1.** All offers by CWTS are made without obligation.
- 3.2.** Acceptances of offers or Orders in any form (written, fax, email, oral or otherwise) by Client are irrevocable for Client.
- 3.3.** CWTS has the right to refuse an Order without giving reasons.
- 3.4.** Acceptances, whether or not in the form of an Order Confirmation on the part of the Client, which contain material additions, limitations or other changes, shall be deemed a new offer and a rejection of the original offer.
- 3.5.** If Client accepts an offer, CWTS reserves the right to revoke the offer within 2 working days of acceptance.
- 3.6.** Inaccuracies in CWTS' order confirmation must be notified to CWTS in writing within three (3) days from the date of confirmation, failing which the order confirmation shall be deemed to reflect the Contract accurately and completely and Client shall be bound by it.
- 3.7.** As regards the acceptance of offers, oral undertakings, amendments and supplements to existing Contracts and the contents of all price lists, brochures and other information provided with the offer, CWTS may only be deemed bound by these once and insofar as the relevant documents have been confirmed in Writing by CWTS, or CWTS has commenced performance.
- 3.8.** The price calculation and conditions of the offer have a validity period of fourteen (14) days from the offer date.
- 3.9.** Any new price calculation and conditions of the offer specified by CWTS shall supersede the previous ones.
- 3.10.** A composite price calculation does not oblige CWTS to fulfil part of what is stated in the offer based on an equivalent part of the stated price.
- 3.11.** Offers are based on the information known to CWTS at the time of the offer and any data provided by Client at the time of the request.
- 3.12.** If the person who signs the Quotation, Order confirmation or Contract acts on behalf of one or more others, he shall, without prejudice to the liability of those others, be responsible and liable to CWTS as if he were a Client himself.

### **Article 4 - Contract**

- 4.1.** The Contract between CWTS and Client is for an indefinite period, unless the nature of the Contract dictates otherwise or if the Parties have expressly agreed otherwise in Writing.
- 4.2.** Apart from effort, the duration of the Order may be affected by a variety of factors, such as the quality of information obtained by CWTS and the cooperation provided. CWTS cannot therefore indicate in advance exactly how long the time required for fulfilling the Order will be.
- 4.3.** If a deadline is agreed or given for the performance of certain Activities, this shall never be a strict deadline. If a deadline is exceeded, the Client must give CWTS written notice of default. CWTS must be given a reasonable period in which to perform the Contract. This reasonable period will be at least equal to the original delivery period. Exceeding the delivery period does not entitle Client to compensation.
- 4.4.** Courses are taught in groups, depending on the type of Course.
- 4.5.** A specification of the Activities to be delivered is given in good faith.
- 4.6.** CWTS is entitled to suspend performance of the Contract without judicial intervention if the Client fails to comply or fails to comply in a timely manner with any obligation under the Contract and the provisions and General Terms and Conditions relating to the Contract. Suspension of performance as referred to above shall never give rise to entitlement to compensation.
- 4.7.** Minor deviations from the Contract by CWTS shall be permissible if and insofar as the Client did not specify in writing, prior to the conclusion of the Contract, any requirements that are essential to its performance and insofar as the activities to be delivered by CWTS are not materially altered by the deviations.
- 4.8.** Client shall only be entitled to dissolve the Contract if Client demonstrates that deviations from the Contract and/or the data provided by CWTS are such that Client can no longer reasonably be obliged to comply. However, CWTS shall in no case be liable for any compensation.

- 4.9. If the Client wishes to terminate the Contract without any default on the part of CWTS and CWTS agrees, the Contract shall be terminated by mutual consent. CWTS shall in such case be entitled to compensation for all financial damage, such as losses suffered, lost profits and costs incurred.

**Article 5 - Price**

- 5.1. The price issued by CWTS for the Activities to be performed by it shall only apply to performance in accordance with the agreed specifications.
- 5.2. CWTS is entitled to demand full or partial payment in advance.
- 5.3. All prices quoted are exclusive of any costs to be incurred under the Contract.
- 5.4. If no price or only an estimated price is agreed between the Parties, or if the price is subject to change according to these General Terms and Conditions, settlement shall be based on subsequent calculation by CWTS, with a reasonable profit mark-up.
- 5.5. CWTS is entitled to increase the agreed price if after the conclusion of the Contract there are unforeseen additional Activities, increases in costs related to the execution of the Contract or as a result of (changed) legislation or regulations.

**Article 6 - Changes, contract extras and price and rate adjustments**

- 6.1. CWTS will always consider sympathetically a timely request from Client to agree to amendments, additions and corrections to the Contract. However, CWTS shall not be obliged to agree in any way and may require Client to enter into a separate Contract in Writing for this purpose.
- 6.2. Where CWTS agrees to changes, additions and corrections to the Contract, this may affect the agreed price and/or the agreed time of delivery or completion. Whilst a reduction in the activities to be performed may lead to a reduction in the agreed price, CWTS reserves the right to charge Client for costs incurred by CWTS and lost profit.
- 6.3. If the performance of the Contract requires additional Activities that were unforeseeable at the time the Contract was concluded or if these additional Activities are the result of actions and/or failure to disclose or incorrect or unclear statement by the Client, these additional Activities will be charged according to CWTS' usual rates. Extra Activities as referred to in this Article explicitly but not exclusively include waiting time, extra travel time and other delays attributable to Client.
- 6.4. If a fixed price has been agreed in the Contract and Parties intend to enter into a separate contract with regard to additional Activities or services, CWTS will inform Client in advance about the financial consequences of those additional Activities or services.
- 6.5. If Client refuses to pay any additional costs resulting from the additional Activities or services, the desired additional Activities or services will not be performed. However, Client is and remains bound by the original Contract.
- 6.6. CWTS may adjust the prices and rates of the agreed Activities annually, no more than once in each year.

**Article 7 - Performance of Activities**

- 7.1. Unless results are expressly agreed in writing, CWTS shall perform the Services and Activities to the best of its knowledge and ability, and in accordance with the requirements of good professional practice, which only implies an obligation to use best endeavours.
- 7.2. Client is obliged to cooperate fully and to make available to CWTS all that it deems necessary and/or useful in order to properly perform the assigned Activities and supplies. This means, among other things:
- a. that access is granted to all documents and data deemed relevant by CWTS;
  - b. that all data and information, which CWTS considers necessary or useful, is provided in a timely manner;
- 7.3. Client warrants that the information provided by it is accurate, reliable and complete, without CWTS being obliged to independently verify it, and that it is authorised to provide the information to CWTS. Client indemnifies CWTS against any third-party claims in this regard.
- 7.4. CWTS has the right to engage third parties for the performance of all its tasks arising from the Contract, whereby Client is bound by the conditions of supply of the relevant third parties in addition to the General terms and conditions of CWTS.

- 7.5. Insofar as third parties are engaged by CWTS for the execution of an Order, this will be done as far as possible in consultation with Client and with due care and attention. CWTS is not liable for any omissions, errors or shortcomings of these third parties. CWTS is authorised to accept any limitations of liability of these third parties on behalf of Client. Not only CWTS, but also all persons engaged in the execution of any Order, including third parties, may invoke these General Terms and Conditions in relation to Client.
- 7.6. Client is not allowed to transfer the rights and obligations related to or arising from the Order granted to CWTS to third parties without CWTS' Written consent.
- 7.7. Client shall indemnify CWTS against all third party claims related to or arising from the Order granted to CWTS.
- 7.8. If a third party causes damage to the Client, Client's customer, Client's employee or other persons connected with the execution of the Order, through an act or omission, the third party itself shall be liable to the Client, customer, employee or other person.
- 7.9. CWTS reserves the right, without the need for notice of breach or notification, to temporarily suspend or permanently cease execution of the Order if reasonable grounds exist for doing so.

#### **Article 8 - Cancellation and relocation**

- 8.1. CWTS has the right to cancel a Course without giving reasons, in which case the Client is entitled to a refund of the full amount paid to CWTS.
- 8.2. Upon cancellation of a Course by CWTS, CWTS shall endeavour to arrange a replacement date for the Course. Any costs incurred such as additional administration costs or cancellation costs will continue to be fully applicable, unless otherwise agreed in Writing by CWTS.
- 8.3. Client may submit a Written request to reschedule the Course Date. CWTS will always consider this request sympathetically, but cannot guarantee this possibility.
- 8.4. Client is entitled to cancel the Course on payment of a cancellation fee in the amount of:
- 0% of the net order amount if cancellation occurs before the 30th day before the Course date;
  - 50% of the net order amount if the cancellation takes place between 30th and 14th day before the Course date;
  - 75% of the net order amount if the cancellation takes place between 14th and 7th day before the Course Date.
- 8.5. After the expiry of the period mentioned in the previous paragraph, cancellation is no longer possible and Client shall therefore be liable to pay the full agreed price (up to the end date).

#### **Article 9 - Early termination of Continuing performance contract**

- 9.1. A Continuing performance contract concluded for a fixed term cannot be terminated early.
- 9.2. A Continuing performance contract concluded for a fixed term can be terminated in writing on a monthly basis after the end of the period stated in the contract.
- 9.3. A Continuing performance contract that is not concluded for a fixed term is concluded for an indefinite period and can only be terminated by giving notice by registered letter with due regard to a notice period of 1 (one) month.
- 9.4. If early termination of the Contract is initiated by Client on grounds of non-performance, CWTS shall be entitled to compensation on account of the resulting loss of capacity utilisation, whereby the average monthly invoicing amount up to that point shall be used as a starting point. Client is furthermore obliged to indemnify CWTS against third-party claims resulting from the cancellation or premature termination of the Continuing performance contract.
- 9.5. Without prejudice to that which is stated in these General terms and conditions, CWTS reserves all rights to claim full performance of the Continuing performance contract and/or full compensation.

#### **Article 10 - Force majeure**

- 10.1. In these General Terms and Conditions, force majeure is defined, besides its definition in law and jurisprudence, as all external causes, foreseen or unforeseen, over which CWTS has no control, but which prevent CWTS from fulfilling its obligations. Force majeure includes in any case: strike, excessive absenteeism of personnel, outbreak of an epidemic or pandemic, sudden outbreak of war somewhere in the world, a (temporary) shortage of personnel, fire, operational and technical disruptions within the office or affecting

external parties engaged by CWTS, failure by Client, at our discretion, to provide sufficient information or to provide correct information, or lack of sufficient cooperation on the part of the Client.

- 10.2.** Client cannot invoke force majeure under any circumstances in case of:
- a. inability to pay on the part of Client or their employer;
  - b. amended laws and regulations as well as government regulations and court rulings insofar as they create an impediment on the part of Client or damage occurs as a result thereof.
- 10.3.** If CWTS is unable to fulfil its obligations in full as a result of force majeure, then following Written notification of the force majeure by CWTS and if the period exceeds 30 (thirty) days, each of the Parties shall be entitled to terminate the Contract in writing, in respect of the part that cannot be performed.
- 10.4.** In this case of force majeure, Client is not entitled to any compensation.
- 10.5.** In the event of force majeure, CWTS retains the right to payment for any activities already performed.
- 10.6.** CWTS is authorised, as soon as the force majeure occurs, to invoice all amounts already owed by Client.

#### **Article 11 - Payment**

- 11.1.** Unless otherwise agreed in writing between Client and CWTS, payment of invoices from CWTS must be made within 14 (fourteen) days from invoice date.
- 11.2.** CWTS may send its invoices by post or email.
- 11.3.** If Client disagrees with the amount of the invoice, Client must notify CWTS In Writing within 5 (five) days from the invoice date; after the expiry of this period Client shall be deemed to have approved the invoice.
- 11.4.** Objections to the amount of the invoice do not suspend the payment obligation.
- 11.5.** Client cannot invoke any right of set-off or suspension.
- 11.6.** For long-term or substantial Orders, CWTS may require payment in instalments.
- 11.7.** CWTS is entitled to suspend its obligation to supply any items in its possession for Client in connection with the execution of the Order until all amounts owed in respect of the Order which are due and payable have been paid.
- 11.8.** In case of non-compliance with the Contract, bankruptcy, suspension of payments, placing of Client in receivership or cessation or liquidation of Client's business and/or if any attachment is levied on Client's goods and/or receivables, Client shall be deemed to be in default by operation of law.
- 11.9.** CWTS shall be entitled in cases referred to in the previous paragraph, without notice of default or judicial intervention, to declare the Contract or the unperformed part thereof dissolved or to suspend its performance, without prejudice to its right to claim damages from Client. All amounts owed by Client under the Contract shall be immediately due and payable.

#### **Article 12 - Collection**

- 12.1.** If the Client has not paid within the payment term stipulated in these General Terms and Conditions, the Client shall be in default by operation of law and CWTS shall be entitled, after having sent Client a demand for payment at least once, to charge the Client statutory interest on the invoiced amount from the due date until the date of payment in full, without prejudice to CWTS' further rights.
- 12.2.** All judicial and extrajudicial (collection) costs incurred by CWTS as a result of Client's non-compliance with its payment obligation shall be borne by Client.
- 12.3.** Any discounts granted or agreed automatically expire in case of default.
- 12.4.** If the Client is in default of full payment of an invoiced amount, the mere fact of failure to pay on time shall result, among other things, in all other outstanding claims on the Client becoming immediately due and payable, without prejudice to CWTS' other rights.
- 12.5.** All costs reasonably incurred as a result of judicial or extrajudicial collection of the claim shall be borne by Client.
- 12.6.** Payments made by the Client always serve firstly to settle all interest and costs owed, and secondly to settle invoices that have been outstanding with CWTS for the longest time.
- 12.7.** In the case of partial payment, collection will continue until the principal sum plus costs and interest are paid.
- 12.8.** In case of a jointly issued Order, all Clients are jointly and severally liable for the payment of the invoice amount in respect of the Activities.

### **Article 13 - Right of retention**

- 13.1.** Client and CWTS expressly agree that CWTS is authorised to suspend delivery of all goods in CWTS' possession until Client has fulfilled its obligation.
- 13.2.** The risk of the items covered by this right of retention remains with Client.
- 13.3.** Client shall have no right of retention against CWTS.

### **Article 14 - Complaints and right of complaint**

- 14.1.** Any defects or complaints about CWTS' Activities must, under penalty of forfeiture of all claims, be notified by Client to CWTS immediately upon detection. Furthermore, within 5 (five) days of detection, the Client must also notify CWTS in writing of the complaint, accurately stating the nature and grounds of the complaint as well as when and how it was detected.
- 14.2.** All costs incurred by CWTS in connection with an unfounded complaint must be reimbursed by Client to CWTS.
- 14.3.** If a timely complaint is made and if, in CWTS' opinion, the complaint is justified, CWTS shall remedy the deficiencies within a reasonable period of time. However, Client's obligation to pay for the performed Activities remains unaffected. Complaints do not suspend Client's payment obligation.
- 14.4.** If the subsequent performance of the agreed Activities is no longer possible or meaningful, CWTS shall only be liable within the limits of the provisions of Article 17.
- 14.5.** Any claim against CWTS lapses if:
  - a. the complaint has not been notified to CWTS within the specified time limit and/or in the manner specified for that purpose;
  - b. Client provides no/insufficient cooperation to CWTS regarding an investigation into the merits of the complaints;
  - c. no opportunity for (counter/contradictory) expertise is offered to CWTS.

### **Article 15 - Intellectual property**

- 15.1.** Unless otherwise agreed, all intellectual property rights arising from the Order including personality rights - including patent and copyright rights - shall belong to CWTS or its licensors. Insofar as any such right can only be obtained by deposit or registration, CWTS shall be exclusively authorised to do so.
- 15.2.** Client shall not, without Written consent from CWTS, use Courses or programmes presented to Client by CWTS and all related materials, in whole or in part, in any way other than as agreed.
- 15.3.** Client shall never be entitled to edit, modify or otherwise infringe on CWTS' intellectual property rights without CWTS' Written consent and Client may only use items supplied under the trademark and logo assigned by CWTS or its supplier to the Course, service and/or other item.

### **Article 16 - Confidentiality**

- 16.1.** The parties undertake to keep secret all confidential information received from and about the other party.
- 16.2.** Information shall be deemed confidential unless the information has been designated by either Party as not confidential and/or the information was already in the public domain in some way before either Party disclosed it.
- 16.3.** Client shall indemnify CWTS for all damages and/or costs that may arise from breach of the obligations referred to in this Article.

### **Article 17 - Liability**

- 17.1.** Participation in a Course is at all times at the risk of Client, CWTS is only liable if and to the extent arising under the law.
- 17.2.** The liability of CWTS is limited to a maximum of the amount invoiced for the Activities from which the damage results, subject to a maximum of € 2,500.00, at least for that part of the order to which the liability relates and excluding costs incurred with third parties in respect of that specific part of the Contract to which the liability relates. For Orders with a duration exceeding three months, the liability referred to in this paragraph shall be limited to a maximum of the invoice amount excluding VAT for the last three months.

- 17.3.** Damage for which CWTS is liable under the previous paragraph shall only be eligible for compensation if Client has tried to limit it as far as possible and has notified CWTS in Writing of the damage within 5 (five) days of its occurrence, unless Client can make a plausible case that it could not reasonably have reported the damage earlier.
- 17.4.** CWTS shall not be liable for damage of any kind, which is caused by CWTS relying on incorrect or incomplete data or information provided by or on behalf of Client.
- 17.5.** CWTS is not liable for any advice or recommendations given by it to Client. The advice, recommendations and information given by CWTS are entirely without obligation and are given without any guarantee.
- 17.6.** CWTS shall not be liable in case of force majeure as stipulated in Article 10 of these General terms and conditions.
- 17.7.** Any limited liability provision contained in the Contract or these General terms and conditions shall not apply:
- a. if there is intent or deliberate recklessness on the part of Client or (management) staff engaged by Client; or
  - b. in case of infringement of intellectual property rights as referred to in Article 15 of this Contract.

#### **Article 18 - Privacy and personal data security**

- 18.1.** By entering into a contract, Client authorises CWTS to process their personal data for the purpose of performing the contract and CWTS's administrative and management tasks. This personal data can only be accessed by CWTS and will in principle not be provided to third parties, unless necessary for the performance of the contract or if CWTS is obliged or entitled to do so by law or court order.
- 18.2.** CWTS shall implement appropriate technical and organisational measures to secure personal data against loss or against any form of unlawful processing. These measures, taking into account the state of the art and the costs of implementation, ensure an appropriate level of security given the risks involved in the processing and the nature of data to be protected.
- 18.3.** CWTS has published further information on the processing of personal data in its privacy statement, the latest version of which can be consulted on its website.

#### **Article 19 - Attribution and social media code**

- 19.1.** CWTS is entitled to report or remove its name on or at its Courses or works. Client may not publish or reproduce CWTS' name or work in any form without prior Written consent.
- 19.2.** If CWTS deems it necessary, Client will mark the work to be published and/or reproduced with the copyright symbol with the name of CWTS and the year of the first publication.
- 19.3.** CWTS may mention the names of its Clients on its website unless this is deviated from in Writing or Client objects in principle.
- 19.4.** If Client makes reference to CWTS in or on a publication, website, social media or other media, Client must adhere to the following CWTS guidelines:
- a. Transparency; Client should clearly state in its expression whether it is publishing in a personal or professional capacity.
  - b. Respect; if Client publishes on behalf of or about CWTS, it must have obtained express prior Written permission from CWTS to do so.
  - c. Responsible; Client should ensure responsible use of the information carrier, e.g. should not use tracking software, adware, malware or spyware.
  - d. Professional; Client acts based on awareness that its role as Client is maintained.
  - e. Certainty; if in doubt, Client should consult CWTS.
  - f. Awareness; Client should be aware that publications will remain findable indefinitely and to a large audience.

#### **Article 20 - Communication via email and social media**

- 20.1.** Client agrees that, in the context of the execution of the Order, communication will also take place by email and social media.
- 20.2.** Client is aware that, due to the limited shielding of data via the internet, the confidentiality of information sent via email cannot be guaranteed.

**Article 21 - Inspection of general terms and conditions**

- 21.1. These General terms and conditions apply with effect from the first of October two thousand and twenty-two (01/10/2022) and are available for inspection at the offices of CWTS.
- 21.2. These General Terms and Conditions shall be sent and/or handed over to the Client together with the Quotation, or - if this is not reasonably possible - sent to the Client free of charge upon his first request.
- 21.3. These General terms and conditions can also be accessed via the CWTS website [www.cwtsbv.nl](http://www.cwtsbv.nl) and [www.cwts.nl](http://www.cwts.nl).

**Article 22 - Applicable law**

- 22.1. The legal relationship between CWTS and Client is governed by Dutch law.
- 22.2. In the event of a dispute, such dispute shall be submitted to the competent court in the district of The Hague location Leiden unless mandatory rules of jurisdiction prevent this.
- 22.3. The parties may agree on another form of dispute resolution, such as arbitration or mediation, which shall never limit the Client's right to request a court ruling.