

GENERAL TERMS AND CONDITIONS

Article 1. General

- 1.1 These terms and conditions apply to all offers made by Language Partners B.V., all contracts concluded between Language Partners B.V. and the client, as well as all (legal) acts in preparation or execution thereof.
- 1.2 The applicability of any terms and conditions or stipulations of the client is explicitly excluded.
- 1.3 Changes or additions to these terms and conditions and/or the contract shall only come into force if and insofar as they have been confirmed in writing by Language Partners B.V.

Article 2. Definitions

2.1 Client

The natural person or legal entity with whom the contract to deliver products and services of Language Partners is being concluded. The client and the student can also be one and the same person.

2.2 Student

The student is the person or persons who will actually take the course.

2.3 Course fee

Course fee means: the money payable for the course as agreed in the offer.

2.4 Flexible course

In the case of a flexible course, the student (usually) takes one course session per week spread over a certain period (instead of all course sessions within a single week). The course sessions are scheduled in consultation with the student.

2.5 Group course with open registration

In the case of a group course with open registration, the programme, the agenda and the location of the classes are fixed (no customisation). Interested parties can register individually for this.

2.6 Intensive course

In the case of an intensive course, all course sessions take place within a single week.

2.7 Social Learning-training course

In a Social Learning-training course, a student will participate in various sorts of learning activities such as: web-courses, lessons with a trainer and social learning (learning on-the-job with peer and mentor reviews).

2.8 Language Partners

Language Partners B.V., with its registered office in Rijswijk and listed in the commercial register of the Chamber of Commerce under number 98605755, as well as in the Central Register of Short-Term Vocational Education.

2.9 Partner of Language Partners

Language Partners has an international network of partner institutes that can provide quality customised language courses in accordance with Language Partners' standard.

Article 3. Tenders

- 3.1** Offers, proposals and/or quotations are not binding on Language Partners and are considered as an invitation to place an order.
- 3.2** The period of validity of offers, if not otherwise agreed, is 30 days, on the understanding that a contract is only concluded if and insofar as, in accordance with the provisions of Article 4.2, Language Partners has received an offer signed and delivered by the client.
- 3.3** After expiry of the period of validity, no further rights can be derived from the offer.

Article 4. Registration

- 4.1** Language Partners invites the student for an intake interview prior to drafting the offer. Language Partners reserves the right to charge the costs of the intake interview to the client if no contract is concluded within the meaning of Article 4.2.
- 4.2** By signing and delivering the offer to Language Partners, a contract is entered into between Language Partners and the client with regard to the stipulations in the offer. From this point onward, the following arrangements for cancellation and change come into effect.

Article 5. Course dates

- 5.1** For group training courses with open registration, the dates are established in advance. For didactic reasons and to guarantee quality, the minimum number of participants in each group training course is four and the maximum is eight. Language Partners reserves the right, in the case of over-registration for a particular course, or if there are insufficient registrants for a course, to register students for the next course, in consultation with the students.
- 5.2** In the case of non-group courses with open registration within the meaning of Article 5.1, the dates are set in consultation with the student and/or the client. These dates are recorded in writing on confirmation of the course.

Article 6. Rules for cancellation and change for intensive courses

- 6.1** These rules for cancellation and change come into force after a contract has been concluded within the meaning of Article 4.2.
- 6.2** If a course is cancelled by the student or the client, regardless of the reason, within a period between 10 and 6 working days before the start of the agreed date of the course, 50% of the course fee is due. If a course is cancelled after this period or if the student does not turn up, then 100% of the course fee is due.
- 6.3** If, between 10 and 6 working days before the start of the course, a student or client requests postponement of the course and Language Partners agrees with the postponement, then the course fee is increased by 25%. If a course is postponed within 5 working days before commencement, then the course fee is increased by 50%. In the event of inability to attend during the course, the missed hours are lost.
- 6.4** Once courses have been postponed, they cannot be postponed or cancelled again.
- 6.5** Cancellations and postponements may only be requested in writing and must be received by Language Partners before the abovementioned periods.
- 6.6** If a course is given by a partner of Language Partners, then contrary to the above, the cancellation conditions of the partner may be applicable.
- 6.7** A training course should be finished within a year of commencement. Language Partners reserves the right to terminate the course after this period has elapsed.
- 6.8** In the event of cancellation by Language Partners, course fees that have already been paid relating to course sessions not yet taken will be refunded.

Article 7. Rules for cancellation and change for flexible courses

- 7.1** These rules for cancellation and change come into effect after a contract has been concluded within the meaning of Article 4.2.
- 7.2** One in ten (and two in fifteen) course sessions can be rearranged free of charge by the student, provided that the change is communicated in writing to Language Partners at least forty-eight hours (two working days) before the start of the session concerned. The course session is then scheduled for another time. In the event of rearrangement/cancellation within forty-eight hours (two working days) and in the event that the maximum number of rearrangements/cancellations is exceeded, the cancelled course days will not be replaced. For group courses, this rule applies to the entire group and not the individual students within the group.

- 7.3 A course must be completed within a year after commencement. Language Partners reserves the right to terminate the course after this period has elapsed.
- 7.4 The rules and provisions in the present article only apply if the cancellation is reported in writing by the client/student at least forty-eight hours (two working days) in advance to the course administration and if scheduling of the new date takes place by the client/student in consultation with the course administration.
- 7.5 Should the client or student wish to postpone the course after confirmation of the course, the agreed course fees remain payable. If the notification of the postponement is received by Language Partners by registered post no later than ten working days before the first day of the course and the course is taken within six months, there will be no associated extra charges. If these conditions are not fulfilled, Language Partners reserves the right to charge extra administration costs.
- 7.6 If a student/client cancels the course between 30 and 15 days prior to the start of a course (regardless of the reason), 50% of the course fee is due. If the cancellation takes place within 15 days prior to the start of the course, 100% of the course fee is due.
- 7.7 In the event of cancellation by Language Partners, course fees that have already been paid relating to course sessions not yet taken will be refunded.

Article 8. Rules for cancellation and change of group courses with open registration

- 8.1 The scheduling of sessions of courses with open registration cannot be changed by the student.
- 8.2 If a student/client cancels between 30 and 15 days prior to the start of a group course with open registration, 50% of the course fee is due. If the cancellation takes place within 15 days prior to the start of the course, 100% of the course fee is due.
- 8.3 If a student of a group course with open registration cancels the course more than 30 days before the start of the course and an intake interview has already taken place, the costs of the intake interview will be charged to the client.
- 8.4 In the event of cancellation by Language Partners, a different course will be chosen in consultation with the student. If this is not possible, course fees relating to unused course hours that have already been paid will be refunded. A cancellation by Language Partners may, for example, but not exclusively, be the result of illness of the trainer or an insufficient number of participants in the training course.

Article 9. Rules for cancellation and change for Social Learning-training courses

- 9.1 These rules for cancellation and change come into effect after a contract has been concluded within the meaning of Article 4.2.
- 9.2 One in six course sessions can be rearranged free of charge by the student, provided that the change is communicated in writing to Language Partners at least forty-eight hours (two working days) before the start of the session concerned. The course session is then scheduled for another time. In the event of rearrangement/cancellation within forty-eight hours (two working days) and in the event that the maximum number of rearrangements/cancellations is exceeded, the cancelled course days will not be replaced. For group courses, this rule applies to the entire group and not the individual students within the group.
- 9.3 The (online) sessions with a trainer have to be completed within six months of the initial start date. Language Partners reserves the right to terminate the course after this period has elapsed.
- 9.4 The rules and provisions in the present article only apply if the cancellation is reported in writing by the client/student at least forty-eight hours (two working days) in advance to the course administration and if scheduling of the new date takes place by the client/student in consultation with the course administration.
- 9.5 Should the client or student wish to postpone the course after confirmation of the course, the agreed course fees remain payable. If the notification of the postponement is received by Language Partners by registered post no later than ten working days before the first day of the course and the course is taken within six months, there will be no associated extra charges. If these conditions are not fulfilled, Language Partners reserves the right to charge extra administration costs.
- 9.6 If a student/client cancels the course between 30 and 15 days prior to the start of a course (regardless of the reason), 50% of the course fee is due. If the cancellation takes place within 15 days prior to the start of the course, 100% of the course fee is due.
- 9.7 In the event of cancellation by Language Partners, course fees that have already been paid relating to course sessions not yet taken will be refunded.

Article 10. Adjustments made by Language Partners

- 10.1 In the event of illness and/or inability of a trainer to attend one or more sessions, Language Partners shall provide an equivalent substitute, if possible.
- 10.2 If substitution within the meaning of Article 10.1 turns out to be impossible, Language Partners will inform the student/client of this as soon as possible and schedule alternative dates in consultation as soon as possible.
- 10.3 In the event of illness and/or the inability of a trainer to attend, the student/client has no right to compensation.

Article 11. Terms of payment

11.1 The client is obliged to pay the course fees within 14 days of the invoice date and in any case no later than fourteen days before

commencement of the course, by transferring the amount in question to bank account NL13 RABO 0167 0532 21 at Rabobank in the name of Language Partners B.V. If the client has not made payment within the payment term, the course fees become immediately payable in full.

- 11.2** Should the client fail to pay the amount due on time, he/she must pay Language Partners interest equal to the statutory interest rate applicable at the time, for each month (30 days) or part thereof, starting from the date the course fees became due and payable.
- 11.3** Save if otherwise agreed, payment is deemed to have been made when the bank account mentioned in Article 11.1 has been credited.
- 11.4** The client shall be in default merely by exceeding any agreed payment term, without notice of default being required.
- 11.5** Language Partners may furthermore, insofar as payment under the contract concluded with the client has not yet taken place, wholly or partly suspend the course until the amount has been received in full. If, after receiving a payment reminder, payment still fails to take place within the notified further term, Language Partners, at its option, is authorised to wholly or partially dissolve the contract by means of a declaration in writing, without prejudice to its right to compensation.
- 11.6** All extrajudicial (debt collection) costs (including costs incurred for preparing and sending payment reminders, conducting settlement negotiations and other work in preparation for a potential lawsuit) as well as all legal fees, will be borne by the client. The extrajudicial collection costs for business-to-business receivables will be calculated based on the Integral Extrajudicial Costs Report 2013 (Rapport BGK-Integraal 2013). In addition, a registration fee will be charged.
- 11.7** Any refunds that are due shall be made within 30 days.

Article 12. Questions and complaints

Questions of an administrative nature or relating to education will be answered within five working days.

Article 13. Guarantee

Language Partners guarantees the client that the training course and other services it provides comply with what has been agreed. Complaints should be reported to Language Partners immediately after the detection of any defects. On condition that it is reported promptly and correctly and it has been sufficiently shown that the courses and/or other services do not comply with what has been agreed, Language Partners shall carry out these courses and/or other services again properly. By fulfilling that performance, Language Partners shall have fully discharged its obligations towards the client and shall not be obliged to pay further compensation.

Article 14. Confidentiality

Information provided by you will be treated confidentially by Language Partners, its staff and/or persons working for Language Partners. Language Partners complies with the applicable privacy legislation.

Article 15. Liability and indemnity

- 15.1** Language Partners is not liable, either under the law or the contract, for so-called consequential damages that the student/client or a third party may suffer for the purposes of executing the contract or (the use of) the courses and/or other services, including loss of profits, environmental damage or intangible losses. In all cases, the liability of Language Partners is limited to the invoice amount for that part of the contract from which the damage has arisen.
- 15.2** What is recorded in Paragraph 1 does not prejudice the liability of Language Partners pursuant to Title 3, Section 3, Book 6 of the Dutch Civil Code (Product liability). Language Partners will furthermore not rely on limitation of liability if and insofar as the damage is the direct consequence of an intentional act or the gross negligence of Language Partners or its executive personnel.
- 15.3** Unless the damage has been caused by an intentional act or gross negligence on the part of Language Partners or its executive personnel, the client/student shall indemnify Language Partners against all claims from third parties, directly or indirectly connected with the execution of the contract or (the use of) the courses and/or other services and will compensate Language Partners for all losses suffered by Language Partners as a result of such claims.

Article 16. Intellectual property

- 16.1** On behalf of Language Partners and other possible copyright owners, Language Partners expressly retains the copyright on materials made available by Language Partners. Nothing from these materials may be reproduced, stored in a computerised data file or made public in any form whatsoever or in any manner whatsoever, either electronically, mechanically, by photocopying, recording or in any other manner without prior permission from Language Partners. It is not permitted to make the course materials available to third parties, to sell it on and/or to rent it.
- 16.2** The client/student obtains no intellectual property rights with regard to the courses and other services or the materials made available, regardless of the question of whether these intellectual property rights are vested in Language Partners or some other party.
- 16.3** Language Partners certifies that to the best of its knowledge, the courses and other services do not infringe the intellectual property rights of third parties applicable in the Netherlands. In case of claims from third parties concerning an infringement of such rights, Language Partners can, if necessary, replace or change the courses and other services concerned or dissolve the contract in whole or in part. The client has the exclusive right to dissolve the contract insofar as maintenance thereof cannot reasonably be expected of him.
- 16.4** The client shall immediately inform Language Partners of any claims from third parties concerning an infringement of intellectual property rights with regard to the courses and other services, including but not limited to the materials. In that case, Language Partners is authorised to defend itself, also on behalf of the client or take legal measures against the third party or agree an amicable settlement with the third party. In all cases, the client shall cooperate with Language Partners to the fullest extent.

Article 17. Default and dissolution

- 17.1** In the event of default by the client or in any of the cases mentioned in Article 17.2, Language Partners is authorised to suspend execution of all contracts and/or completely or partially dissolve any contract.
- 17.2** In case of (provisional) suspension of payments, bankruptcy, shutdown or liquidation of the (company of the) client, all contracts shall be dissolved by operation of law, unless Language Partners states within a reasonable time that it desires compliance with (part of) the contract.
- 17.3** The stipulations in Articles 17.1 and 17.2 do not detract from the other rights of Language Partners pursuant to the law and under the contract.
- 17.4** In case an incident occurs as intended in (i) 17.1 or (ii) 17.2, (i) all claims by Language Partners against the client under the contract(s) concerned and (ii) all claims by Language Partners against the client, respectively, become payable immediately and in full and Language Partners is entitled to take back the products in question. In this context, Language Partners and its authorised representative(s) are entitled to enter the sites and buildings of the client in order to take possession of the products. The client is obliged to take the necessary measures to allow Language Partners the opportunity to effectuate its rights.

Article 18. Force majeure

- 18.1** If Language Partners cannot fulfil its obligations towards the client due to a non-accountable failure (force majeure), fulfilment of those obligations is suspended for the duration of the force majeure situation. Language Partners shall inform the client as soon as possible about the force majeure situation.
- 18.2** Should the force majeure situation continue for 7 days, then either party has the right to partly or completely dissolve the contract, insofar as the force majeure situation justifies this.
- 18.3** In case of force majeure, the client has no right to any form of compensation, even if Language Partners derives any benefit as a result of the force majeure.
- 18.4** Force majeure means any circumstance independent of the will of Language Partners, due to which compliance with its obligations towards the client is partly or wholly impeded or due to which compliance with its obligations cannot reasonably be required of Language Partners, regardless of whether the circumstance could have been foreseen at the time the contract was concluded. Also considered as belonging to these circumstances are: wars, disturbances, floods, fires, strikes, lock-outs, blockades, riots, stagnation or other problems with production at Language Partners or its suppliers, problems with own transport or transport provided by third parties, devaluation, increases in import duties and/or excise and/or taxes, measures taken by any government agency, the lack of any statutory licence, accidents, computer breakdowns; all this both at Language Partners and at the location where the course takes place.

Article 19. Accommodation

The Uniform Conditions for the Catering Industry are followed for cancellation arrangements with regard to accommodation.

Article 20. Non-solicitation clause

By signing the order confirmation, the client declares that for two years after the termination of the course concerned, it will not approach any trainers connected to Language Partners in order to ask them to provide courses in any form for the client except by way of Language Partners. The foregoing subject to an immediately payable penalty of €2,500 without judicial intervention and without prejudice to the right of Language Partners to claim greater damages from the client.

Article 21. Privacy policy

- 21.1** Language Partners privacy policy, as published on the website (www.languagepartners.nl/privacy-policy/), applies to all quotations, client contracts and/or (legal) activities carried out in preparing them.
- 21.2** The Client is responsible for adhering to their company policy with regard to Student/Employee privacy. Furthermore, the Client and Student/Employees will comply at all times with the privacy policy of Language Partners.

Article 22. Applicable law and choice of law

- 22.1** Dutch law is applicable to these terms and conditions as well as to the contract.
- 22.2** The applicability of the 1980 Vienna Sales Convention (The United Nations Convention on Contracts for the International Sale of Goods - CISG) is excluded.
- 22.3** All disputes arising from the contract or these terms and conditions, insofar as it is not specifically prescribed by law, shall be submitted for judgment to the competent court of Amsterdam, on the understanding that Language Partners has the right to institute proceedings, simultaneously or not, against the client in other courts of justice that are competent to hear such claims.