

GENERAL TERMS AND CONDITIONS FOR PERFORMING TRAINING AND EDUCATION ASSIGNMENTS

1. General

The institute that applies these Terms and Conditions is a member of the Association for Education and Training Institutes in the Netherlands (VETRON). The General Terms and Conditions apply to all offers, work, quotations and agreements for training and education between a VETRON member and clients, or their legal successors.

2. Rules of Conduct

All assignments in relation to training and education are to be performed with due observance of the VETRON Code of Conduct. This Code of Conduct can be requested from the VETRON secretarial office

3. Assignment in conflict with the Code of Conduct

A VETRON member must refuse an assignment or cease the further performance thereof if the assignment could come in conflict with this Code of Conduct.

4. Acceptance of an assignment

A VETRON member must only accept assignments for which it possesses the qualifications. The knowledge, experience and personal characteristics of the VETRON member's staff to be deployed in an assignment must enable them to work effectively on that assignment. In consultation, clients as well as the VETRON member may request other members of staff than those initially charged with the performance of the assignment, provided this does not go at the expense of quality and continuity.

The VETRON member must create such conditions that all persons at the client's who have to cooperate in performing the assignment know clearly what such cooperation entails.

5. Formation of the assignment

The assignment is accepted if there is sufficient consensus between the parties regarding its contents and the terms on which it is to be performed. Consensus regarding the contents of the assignment is reached when, on the one hand, the VETRON member has collected the requisite, sufficiently detailed information and, on the other, the client, to the best of its knowledge, has provided all essential information for setting up and performing the assignment.

In that way, the client and the VETRON member form an idea of the issue, the scope of the project and its possible results. Should this lead to a preliminary inquiry, the terms of this preliminary inquiry will be discussed beforehand with the client.

6. Changes to the assignment

If facts or circumstances occur during the performance of the assignment, which (could) affect the consensus originally reached, the client and VETRON member will consult about this in good time in order to adjust the agreements to the changed situation.

7. Interim termination of the assignment (force majeure)

The VETRON member will not be required to perform the assignment if it is reasonably impossible for the VETRON member to do so owing to changes beyond the VETRON member's control which could not be foreseen at the time the contract was concluded. The VETRON member will never be required to pay any compensation in case of force majeure.

8. Cancellation by the client

The client must cancel in writing. The VETRON member must communicate the conditions for cancellation prior to the scheduled course.

9. Cancellation by the VETRON member

The VETRON member always strives to have a scheduled course go through. If a course has to be cancelled or moved because of unforeseen circumstances, liability for the loss that could be incurred as a result of imputable failure by the VETRON member will be limited to the directly demonstrable costs paid under the VETRON member's liability insurance in the particular case. In the event of imputable failure, the VETRON member must always be given the opportunity first to provide the service again in a different way.

10. Involving third parties in the assignment

Involving or engaging third parties in the performance of the assignment by the client or by the VETRON member must take place in consultation.

11. Rate adjustments

In the event of multi-year assignments, the VETRON member may pass on an interim change in the level of wages and costs which necessitates a rate adjustment, in accordance with the consumer price index of standard wages for other services, as most recently published by Statistics Netherlands (CBS).

12. Confidentiality

Both the client and the VETRON member must observe the due care and secrecy generally required in legal transactions in respect of all particulars of the information they possess about the other party, unless one of the parties should be required to disclose these particulars on the basis of statutory obligations.

More specifically, information which is confidential in nature or the confidential nature of which should be understood is to be used only if this is required in the interest of performing the assignment. Care must be taken in passing on such information that it cannot be traced to the source if this could have adverse consequences for that source. Information obtained in a confidential setting by the client's employees may be passed on to others only if the provider of the information has been notified of its use in good time and has not expressed any objection to such use. Confidential information must be returned to the client at the end of the assignment or be destroyed at least three months from the end of the assignment.

13. Employment of each other's staff

For the duration of (the performance of) the assignment, the parties must not employ each other's staff or negotiate about employment, otherwise than in consultation.

14. Intellectual property

Modules, designs, techniques, instruments, also including software, which are used to perform the assignment are and will remain the property of the VETRON member, unless otherwise agreed. Disclosure may therefore take place only after written permission has been obtained from the VETRON member.

The client will have the right to reproduce documents for use in its own organisation, provided the VETRON member's copyright is quoted, in so far as this is in keeping with the purpose of the assignment. The foregoing will apply *mutatis mutandis* if the assignment is terminated in the interim.

15. Payment condition

If the client is in default or otherwise fails to comply with one or more obligations, all reasonable costs to obtain fulfilment, both judicial and extrajudicial, will be payable by the client.

16. Code of Conduct

VETRON members must adhere to the VETRON Code of Conduct. VETRON promotes observance of the Code of Conduct by investigating complaints and taking measures if infringement is discovered. If the client is of the opinion that the VETRON member is not observing the above-mentioned rules, the client can bring this complaint before the VETRON Board of Appeal, the relevant procedural rules of which will apply. The client may address a complaint to this Board of Appeal in writing, to the attention of the VETRON secretarial office.

17. Applicable law, disputes.

VETRON members must adhere to the VETRON Code of Conduct. VETRON promotes observance of these General Terms and Conditions as well as the Code of Conduct by investigating complaints and taking measures if infringement is discovered. If the client is of the opinion that the VETRON member is not observing the above-mentioned rules, the client can bring this complaint before the VETRON Board of Appeal, the relevant procedural rules of which will apply. The client may address a complaint to this Board of Appeal in writing, to the attention of the VETRON secretariat.

Any disputes arising from or in connection with the contract to which these Terms and Conditions apply will be settled by the civil court with jurisdiction in the place of establishment of the VETRON member, in so far as the statutory provisions allow this.

A dispute will exist if one of the parties states this in a registered letter to the other party.

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