

GENERAL TERMS AND CONDITIONS ILC TALENINSTITUUT

From: T&C trainingen B.V., with its registered in Waalwijk, trading under the name ILC International Language Centre, hereinafter referred to as "ILC". Filed with the Chamber of Commerce on 08-10-2014, under number: 61631752.

Article 1: Definitions.

1.1 In these general conditions the following definitions apply:

- ❑ "Agreement": the agreement to which the general terms and conditions apply, as well as the offer to enter into such an agreement (quotation);
- ❑ "The commissioning party": each commissioning party in the said agreement and any person to whom ILC has made an offer to enter into an agreement as aforesaid;
- ❑ "The assignment" or "the service": the assignment from a commissioning party to ILC to provide training, whether or not for employees of the relevant company or organization, or for the relevant private individual and / or third parties specified by him, to which the agreement relates;
- ❑ "Training course": a training provided by ILC, retraining and / or additional training, study or theme day, seminar or any other form of training. A training course can consist of one or more (possibly spread in time) lessons or sessions and will in principle (in part) be referred to as "(in-)company", "(open) registration" or "(intensive or phased) individual. A training may be wholly or partly offered and provided from a distance (via phone, virtual or otherwise);
- ❑ "Student" or "participant": the person specified by the commissioning party who participates in a training course provided by ILC, possibly being the commissioning party itself;
- ❑ "Training material": training, teaching or instructional material, documentation, lecture notes, syllabi, e-learning software or any other material in whatever form, that is used for the implementation of a training or assignment.

Article 2 Applicability

2.1 These general conditions apply to all offers and agreements of ILC. Modification of or additions to these conditions and / or the agreement are effective only if and insofar as they are confirmed in writing by ILC;

2.2 These general conditions can be waived only if ILC explicitly states or acknowledges this in writing;

2.3 Other terms, such as purchase conditions or general conditions of the commissioning parties, shall, insofar as they are not in accordance with these terms and conditions, be applicable only if ILC has expressly agreed thereto in writing, in a separate document;

2.4 These general conditions also apply for the benefit of staff and helpers of ILC, who are involved in the execution of the agreement, as well as in favor of third parties, who are given instructions by ILC to fully or partly execute the agreement.

Article 3: quotations and rates

3.1 All quotations (which include offers from ILC to enter into an agreement as referred to in Article 1.1) are without obligation, unless the quotation contains a deadline for acceptance;

3.2 Where ILC indicates the costs of its services in a quotation, such indication is without obligation and on the basis of an estimated amount of time that is required to fulfil the assignment, based on the data known at the time of submission of the quotation. In submitting a quotation, it is assumed that the commissioning party at all times provides timely, accurate, complete and effective cooperation and provides the documents and information that are relevant for the provision of the service(s);

3.3 If ILC reasonably doubts whether the commissioning party will be able to meet its payment obligations, ILC is entitled, before starting or continuing to execute the contract, to require sufficient security from the commissioning party;

3.4 All prices are exclusive of VAT unless expressly stated otherwise. ILC is entitled at any time to pass on any changes in VAT rate to the commissioning party and the student;

3.5 These prices and rates are based on the circumstances in force at the moment of concluding the agreement. If those conditions change after conclusion of the agreement, then ILC reserves the right to change its prices accordingly. If and so far as the prices increase by more than 15%, the commissioning party has the right to terminate the contract. ILC shall inform the commissioning party and/or student(s) on this change.

Article 4: Agreements

4.1 An agreement, irrespective of the service(s), only comes into being and is only binding if and when ILC has accepted or confirmed an assignment (or registration for a training) in writing;

4.2 Changes to the contract by the commissioning party only bind ILC to the extent that ILC accepts these changes in writing or where ILC has actually started with the implementation of the amended assignment;

4.3 The commissioning party must have returned a signed copy of the order confirmation prior to the first lesson.

Article 5: Cancellation, inability to attend and premature termination

5.1 If the scheduled course dates does not correspond to the desired course dates, the student can discuss this during the first lesson with the trainer and modify if necessary;

5.2 The student cannot cancel courses after adoption of the final course dates, without charge;

5.3 Upon late reporting of the inability to attend by the participant, the lesson will be considered taken and no opportunity will be given to take the lesson at another time;

5.4 If a training course, regardless of the reason, within a period of 48 hours is cancelled, 100% of the training fee will be payable;

5.5 If the commissioning party decides to cancel the lessons which are scheduled on Mondays and Tuesdays, this must be communicated before Friday (15.00 hours) at planning@ilc-talen.nl;

5.6 if decided, the student scheduled lesson may optionally be followed by an alternate student;

5.7 Lessons (if it affects less than 100 hours) must be scheduled within one year after the first lesson dates;

5.8 If open training hours have almost expired, these hours can only be canceled by ILC after a written reminder of the planning department;

5.9 Open lessons: if desired, the commissioning party may after consulting ILC transfer the open lessons to another student within the same organization of the student register.

Article 6: Complaints

6.1 Complaints by the commissioning party regarding the implementation of work performed by ILC, do not give the commissioning party the right to suspend his payment obligations;

6.2 Subject to loss of entitlement to the complaint judicially or extrajudicially, complaints must be submitted in writing within seven days after the commissioning party has become aware or could have reasonably become aware of the complaint;

6.3 If the complaint of the commissioning party is justified, ILC has the right, at its option, to reduce the invoice or to improve the results of its services free of charge;

6.4 NRTO members must obey the Conduct of Code for Entrepreneurs and Companies. Compliance with both these General Terms and Conditions and the Code of Conduct is encouraged by the NRTO by investigating complaints and by taking measures if breaches are identified. If the client believes that the NRTO member does not comply with the rules of conduct listed above, the client may then lodge this complaint with the Commission for Quality Control, whereby the dispute settlement rules apply. The client may address his complaint in writing to this commission for the attention of the administrative office of the NRTO.

Article 7 Liability

7.1 Any liability on the product and/or service itself and the supply, transport and use is excluded, unless there is intent or gross negligence on the part of ILC;

7.2 In all cases, ILC's liability is limited to the invoice amount of that part of the agreement from which the damage occurred, but liability of ILC for reimbursement of the damage suffered by the commissioning party is limited to the amount that is paid under the liability insurance taken out by ILC and maintained by timely premium payments. ILC is not liable, either under law or under agreement for so-called consequential damages that the commissioning party and/or student and/or third party should suffer concerning the implementation of the agreement or (participating in) the training and/or other services, among which trading loss, environmental or material damage.

Article 8: Payment

8.1 Payment shall always take place within 30 (thirty) days after the invoice date without any deduction or set-off, at the offices of ILC or by transfer to ILC's bank or postal account stated on the invoice;

8.2 ILC retains title to products delivered up until the moment the relevant purchase price, including any interest, collection costs, etc., is paid and received in full by ILC, even if the products have now been edited or processed into other products.

Article 9.: Right of retention and right of suspension

9.1 If the commissioning party fails to pay ILC, ILC has the right to retain documents submitted by or on behalf of the commissioning party as well as the results of its work, until full payment of the amount due to ILC has been received or adequate security for the payment is made;

9.2 With regard to the case referred to in 10.1, ILC will also be entitled to suspend the implementation of the agreement with the commissioning party until full payment or adequate security for the payment thereof is made.

Article 10: Dissolution

10.1 In the event of late payment of amounts susceptible for recovery, interruption of payment, application for suspension of payment, application for bankruptcy, application of a debt settlement or guardianship of the commissioning party or liquidation of the business of the commissioning party, ILC will be entitled to terminate the agreement and other agreements between ILC not yet executed without judicial intervention, and to claim damages.

10.2 The entrepreneur has the right to withdraw from an assignment, if effective implementation is impeded on the basis of changes which are beyond his control.

Article 11: Intellectual property rights

11.1 Intellectual property rights of ILC, such as copyrights, patents, trademarks, design rights, drawings, advertisements, plant variety rights, and rights in a trademark and other intellectual property rights remain exclusively accrue to ILC;

11.2 If ILC grants the commissioning party the right to exercise any right as referred to, this right will be strictly limited to the duration of the agreement. ILC shall not be required to pay any compensation to the commissioning party or third parties relating to the void of the use of the law.

Article 12.: Applicable law

12.1 Dutch law is exclusive of any other legal system applicable to all matters concerning the agreement or the implementation of the agreement.

Article 13: Amendments

13.1 ILC is at all times authorized to amend these terms and conditions;

13.2 Changes will for the commissioning party only be binding, if ILC has filed the revised general terms and conditions of service with a Chamber of Commerce or the registry of a district court, and has notified the commissioning party of the amendment of the terms and conditions, and fourteen days after date of this notice have passed without the commissioning party has notified ILC in writing to disagree with the change;

13.3 If a commissioning party indicates in a timely and substantiated manner that he does not approve of the change in the general terms and conditions of service, the conditions will continue to apply that were applicable prior to the modification of the terms and conditions.

Drawn up:

in: Waalwijk

dated: January 2018