

General conditions of STC Training & Consultancy

Registered with the Chamber of Commerce of Rotterdam on the 26 of January 2006 under number 37053270.

1. General

In these General Conditions STC Training & Consultancy is referred to as "STC". In these General Conditions "Customer" shall mean every party who gives STC an Assignment ("the Assignment") to provide training and/or courses and/or technical assistance and/or consultancy services and/or educational assistance (hereafter "the Project", unless specifically applicable to courses in which case hereafter such project is indicated as 'the Course').

2. Applicability

- 2.1 These General Conditions apply to all Assignments that the Customer gives and/or has given to STC to provide Projects, and to any subsequent agreements.
- 2.2 The applicability of any general conditions of the Customer is hereby expressly rejected.
- 2.3 It is only possible to derogate from these Conditions if the parties have expressly agreed such in writing.

3. Offers/conclusion of an agreement

- 3.1 All quotes drawn up and offers made by STC for a Project are non-binding. Every offer and/or quote of STC lapses 30 days after such has been made, unless the parties agree otherwise.
- 3.2 Catalogues, brochures and price lists cannot be deemed offers on the part of STC. The relevant information is only binding on STC if STC has expressly confirmed such in writing.
- 3.3 If the Customer grants an Assignment, the agreement will only come into force upon STC accepting such Assignment in writing or commencing performance thereof. Written acceptance of the Assignment by STC is to be deemed a conditional acceptance of the Assignment on the understanding that before commencement of a Course with open registration, STC is entitled to inform the Customer in writing at latest 7 days before the commencement date of a Course of the fact that the Course will not proceed because of insufficient registrations for such Course. Whether there are insufficient registrations is at the sole discretion of STC and STC is not bound to pay any compensation in this respect.

4. Estimates

- 4.1 All estimates made by STC shall not be binding on STC with regard to price, contents, performance and time of performance, unless STC has expressly stated otherwise in writing.
- 4.2 With regard to a Course for which, due to the type of scope, no estimate or confirmation of the assignment was sent, the invoice is to be deemed confirmation of the Assignment and the invoice will be deemed the complete and full representation of the agreement.

5. Addition to the agreement

At the request of the Customer, STC will make all desired changes/adjustments to the Assignment, provided such changes/adjustments are announced within a reasonable time and are reasonable to perform. STC has the right to charge the Customer for all costs relating to changes/adjustments.

6. Prices

- 6.1 All prices specified by STC are quoted exclusive of VAT (Dutch BTW) and other government taxes, and are exclusive of coffee, tea, other consumptions and in appropriate cases lunches and/or dinners and are exclusive of the Course and Project Material that is handed out to the Customer during the Project or which must be acquired by the Customer in the framework of the Project, unless otherwise agreed in writing.
The VAT and other taxes and tariffs due will be added at invoicing.
- 6.2 Changes in salaries, cost prices of materials, exchange rates and/or other factors which influence the price of the Assignment for any reason whatsoever, give STC the right to charge these changes to the Customer. Pursuant to these charges, the Customer has the right to dissolve the agreement within three months of the conclusion of the agreement.

- 6.3 When concluding the agreement, the parties can agree on a fixed fee. If no fixed fee is agreed, the fee will be determined on a time-spent basis. The fee will be calculated on the basis of the standard hourly rates of STC, applicable for the periods in which the work is carried out, unless a contrary hourly rate is agreed.

7. Term for performance

- 7.1 In principle, an agreement is entered into for an indefinite period of time, unless the parties expressly agree otherwise in writing. If within the term of an agreement, a time period is agreed between the parties for the completion of specific work, this term will serve as an estimate and is not regarded as a firm term. STC reserves the right to perform in parts/instalments.
- 7.2 STC has the right to suspend performance of the Assignment until the Customer has performed all its obligations to STC.
- 7.3 STC has the right to suspend the parts of an Assignment it must perform if it has been agreed that the Assignment will be carried out in phases and under the agreement the Customer must approve the results of the parts already carried out by STC in writing.
- 7.4 STC has the right to suspend performance of the agreement if the Customer does not provide STC with all data and information in due time, which data and information is necessary for the performance of the Assignment by STC or which STC has requested from the Customer.
- 7.5 All losses (due to delays) resulting from the shortcomings of the Customer referred to in the preceding paragraphs of this article are at the expense of the Customer and STC will charge this to the Customer in accordance with the usual rates.

8. Performance by third parties

If, in the opinion of STC, such will benefit the performance of the Assignment, STC has the right to instruct third parties to carry out (part of) the Assignment without the permission of and consultation with the Customer.

9. Invoicing and payment

- 9.1 Invoices of STC must be paid within fourteen days of the invoice date as indicated by STC, unless otherwise agreed in writing. STC has the right with regard to Assignments with a term of more than three months to invoice per quarter. Payment must be made in the agreed currency and without set-off, discount and/or suspension.
- 9.2 In the event of late payment, all payment obligations of the Customer are immediately payable, regardless of whether STC has already invoiced in this respect.
- 9.3 In the event of late payment by or on behalf the Customer, STC retains the right, without prejudice to any other rights and legal measures available to STC, to charge the Customer the daily interest, which interest is equal to the leading repo rate of the European Central Bank plus five percent with a minimum of the statutory interest per year over all amounts owing.
- 9.4 All judicial and extrajudicial costs which STC incurs to collect the amounts owing by the Customer are at the expense of the Customer, whereby the extrajudicial costs are set at 15% of the outstanding amount with a minimum of EURO 500.00.
- 9.5 Payments by or on behalf of the Customer will first serve to pay the extrajudicial collection costs incurred by STC, then the judicial costs, the interest due by them and then the outstanding principal amounts on the basis of the oldest outstanding invoice, regardless of any contrary instructions on the part of the Customer.
- 9.6 The Customer can only raise an objection against the invoice within the payment term.

10. Currency

All invoices must be paid in Euro, unless agreed otherwise or indicated otherwise on the invoice.

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11. Defects; time periods for complaints

- 11.1 The Customer may lodge complaints with STC about teaching materials, lecturers, work carried out and services provided or to be provided by STC within eight days of discovery of the defect or deviation, but at the latest within fourteen days of completion of the Assignment in question in writing, setting out the grounds. Failure to comply with these provisions will result in loss of any rights in this respect.
- 11.2 If a complaint is well-founded, STC will proceed to carry out the Assignment, unless the Customer can demonstrate that such would be pointless. The Customer must state the latter fact in writing.
- 11.3 If the agreed services still to be provided are no longer possible or useful, STC will only be liable within the limits of Article 12.
- 11.4 In the event of winding up, bankruptcy or moratorium on payment of the Customer, the claims of STC and the obligations of the Customer to STC will be immediately payable.
- 11.5 Payments made by the Customer serve first to pay all interest and costs owing, then to pay the outstanding invoices which have been due the longest, even if the Customer states that the payment relates to a later invoice.

12. Liability

- 12.1 STC accepts no liability for any losses incurred by visitors, course participants and students in any way at the locations of the STC or locations which are visited in the framework of the performance of the Assignment.
- 12.2 STC accepts no liability for any losses incurred by the Customer as a result of editorial and/or substantive inaccuracies and/or incompleteness of the services provided, learning materials used or knowledge transfer by or on behalf of STC.
- 12.3 The Customer shall indemnify STC against third party claims to compensation as referred to in the first two paragraphs of this article.
- 12.4 If STC is liable then such liability is in any event limited to a maximum of:
 - a. the amount that is paid out under its liability insurance in such case;
 - b. two times the invoice value of the Assignment, or at least that part of the Assignment to which the liability relates, in case the loss is not covered by any insurance.
- 12.5 Contrary to the provisions in Paragraph 4b of this article, in the event of an Assignment with a term longer than six months the liability is limited to the fee owing over the last six months.
- 12.6 STC is never bound to compensate loss other than to persons or property, and in specific it is not bound to compensate consequential loss.

13. Force majeure

- 13.1 In these General Conditions, force majeure includes, in addition to what is understood in this respect in the law and case law, all external causes, foreseen or unforeseen, over which STC has no control and which prevent STC from performing their obligations. This includes work strikes in the business of STC.
- 13.2 STC also has the right to appeal to force majeure if the circumstance which prevents (further) performance arises after STC should have performed its obligation.
- 13.3 The obligations of STC will be suspended during force majeure. If the period in which performance of the obligations by STC is not possible due to force majeure lasts longer than two months, both parties have the right to dissolve the agreement without there being any obligation to pay compensation in this respect.
- 13.4 If upon the arising of the force majeure, STC/ has already performed its obligations in part, or can only perform its obligations in part, it is entitled to invoice separately for the part which has already been and/or can be performed and the Customer is obligated to pay such invoice as if it were a separate agreement. However, this does not apply if the part which has been or will be carried out does not have any independent value.

14. Confidentiality

- 14.1 Both parties will observe a duty of confidentiality with regard to all confidential information which they receive in the framework of their agreement with each other or from another source. Information is deemed confidential if the other party has stated it is such or if such ensues from the nature of the information.

15. Intellectual property

- 15.1 Without prejudice to the provisions of Article 14 of these Conditions, all intellectual property rights to documents provided by STC such as reports, recommendations, designs, sketches, drawings, software, etc., including but not limited to copyrights, belong to STC.
- 15.2 All documents provided by STC such as reports, recommendations, designs, sketches, drawings, software, etc., are exclusively intended to be used by the Customer or its course participants and/or employees and may not be reproduced, made public or otherwise brought to the attention of third parties without the prior written permission of STC.
- 15.3 STC also retains the right to use the knowledge acquired through the performance of the work for other purposes, insofar as no confidential information is brought to the attention of third parties.

16. Termination and dissolution

- 16.1 Unless otherwise agreed, both parties can dissolve the agreement subject to a notice period of at least 21 calendar days before commencement of the performance of the agreement. This has to be done in writing (by letter, fax or e-mail). In the event of dissolution between 21 and 14 days before the day of commencement of the Project, STC will charge 10% of the total agreed amount with a minimum of EURO 50.00 in costs.
- 16.2 In the event of later dissolution by the Customer than that referred to in the preceding paragraph of this article, STC will charge the agreed amount, without prejudice to any other rights of STC to compensation.
- 16.3 If the Customer fails to perform an obligation ensuing from the agreement, fails to perform such properly or in time, and in the event of bankruptcy, moratorium on payment or appointment of a receiver for the Customer or cessation or liquidation of the Customer's business, STC has the right, at its election, without being bound to pay any compensation and without prejudice to any other rights it has in this respect, to dissolve the agreement in whole or in part or to suspend (further) performance of the agreement. In such cases STC is furthermore entitled to demand immediate payment of all outstanding amounts.

17. Security

If there are good grounds for suspecting that the Customer will not properly perform its obligations, the Customer shall provide STC with security to the satisfaction of STC, upon STC's first request and if necessary to supplement such security for the performance of all its obligations. As long as the Customer has not satisfied this obligation, STC is entitled to suspend performance of its obligations.

18. Dissolution or nullity of the agreement

After dissolution or in the event of nullity of the agreement, due to any cause whatsoever, these General Conditions will remain in effect insofar as they have any independent meaning and/or insofar as they have been stipulated to regulate the consequences of the dissolution or nullity, such as, e.g., in particular (but not limited to) the provisions relating to performance, penalty clauses, liability, confidentiality, judicial competence and applicable law.

19. Applicable law/competent court

- 19.1 All legal relationships between STC and the Customer are governed by Dutch law.
- 19.2 Disputes between STC and the customer will exclusively be brought before the competent court in Rotterdam, except if STC as the plaintiff or petitioner opts for the competent court of the residence or place of business of the Customer.