

General Terms and Conditions

Aeres Training Centre

Glossary of Terms

These general terms and conditions are structured into three parts:

- General provisions applicable to all contractual activities
- Provisions applicable to open contractual activities
- Provisions applicable to closed contractual activities

For the purpose of these general terms and conditions, the following definitions apply:

Participant: the natural person who has registered (or has been registered by the client) and is enrolled to attend a course at Stichting Aeres Groep.

Client: the company (legal entity) that purchases a course or training from Stichting Aeres Groep on behalf of one or more of its employees.

Where the term "participant" is used in these general terms and conditions, it may also be read as referring to the "client."

General Section Applicable to All Contract Activities

Article 1 General and Definitions

1.1 These terms and conditions apply to every offer, quotation, and agreement between Stichting Aeres Groep, hereinafter referred to as "AERES," and a participant/client to which AERES has declared these terms applicable, unless expressly and in writing agreed otherwise by

the parties.

1.2 These terms and conditions also apply to agreements with AERES where third parties must be involved for execution.

1.3 These general terms and conditions are also intended for AERES employees and its management.

1.4 The applicability of any purchasing or other terms of the participant/client is explicitly rejected. Deviations from these general terms and conditions are only valid if expressly agreed in writing.

1.5 If one or more provisions of these terms and conditions are at any time wholly or partially null and void or annulled, the remaining provisions shall remain fully applicable. In such a case, AERES and the participant/client shall consult to agree on new provisions to replace the null or annulled ones, with due observance of the purpose and intent of the original provisions.

1.6 If there is any uncertainty regarding the interpretation of one or more provisions, the interpretation shall be in line with the spirit and context of these provisions.

1.7 In the event that a situation arises between the parties that is not covered by these terms and conditions, the situation shall be assessed in the spirit of these terms and conditions.

1.8 If AERES does not always strictly enforce these terms and conditions, this does not imply that the

provisions are not applicable or that AERES waives its right to demand strict compliance in other cases.

1.9 The following definitions apply in these general terms and conditions:

- **AERES:** Stichting Aeres Groep.
- **Client:** the company, individual, or institution with whom AERES has entered into an agreement.
- **Agreement(s):** any agreement concluded by AERES with a participant/client.
- **Contractual Activity:** a practical training, education, workshop, course, conference, study day, or similar activity organized by AERES, distinguished between "Open" and "Closed" Contractual Activities.
- **Open Contractual Activity:** a Contractual Activity open to any participant who meets AERES's admission criteria.
- **Closed Contractual Activity:** a Contractual Activity organized exclusively for multiple employees of the same organization or institution, with the program developed in consultation.
- **Workspace:** the location where the contractual activity takes place.
- **Equipment:** all devices, machines, and installations, including peripherals and components, used by AERES in the context of a contractual activity.
- **Resources:** all (audio)visual aids used by AERES for performing the agreement.
- **Materials:** all systems, models, schemes, programs, documentation, and work instructions used or provided by AERES in connection with the execution of the agreement.



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1.10 These terms and conditions are exclusively applicable to open and closed contractual activities. Other terms and conditions listed on the AERES website (ARIV-2018, ARVODI-2018, ARBIT-2018) do not apply to the aforementioned activities.

Article 2 Obligations of the Participant/Client

2.1 The participant/client shall provide full cooperation to ensure the proper execution of the agreement and is required to comply with the rules and instructions as communicated by AERES.

2.2 The participant/client is liable for all damage to AERES property caused by the participant/client.

Article 3 Prior Education

AERES reserves the right to exclude a participant/client from taking part in a contractual activity if they do not possess the required prior education.

Article 4 Workspaces/Resources

4.1 If an open contractual activity is provided, AERES shall ensure the availability of the necessary resources and workspaces for the contractual activity, unless expressly agreed otherwise.

4.2 If a closed contractual activity is provided, AERES shall make the necessary resources

and workspaces available to the participant/client, unless the activity does not take place at an AERES location.

4.3 If the participant/client provides the workspace for the contractual activity, AERES is entitled to access this workspace at all times on the day(s) the activity takes place, subject to the participant's/client's conditions. The workspace must be lockable. If necessary for preparatory work, AERES shall also be granted access to the workspace prior to the start of the activity.

4.4 If the participant/client provides the workspace, they shall, in consultation with AERES, ensure that sufficient facilities are made available to the AERES staff conducting the activity, such as a cloakroom, storage, etc.

4.5 The participant/client is not permitted to use or access resources and workspaces made available by AERES without explicit permission. If the participant/client uses such resources or spaces in violation of this provision, they shall be fully liable for any resulting direct and/or indirect damage.

4.6 If the participant/client brings resources, materials, and/or equipment to AERES in execution of the agreement, AERES shall provide a sufficiently secure space for storage. AERES accepts no liability for any damage to these items, unless such damage is the result of intent or gross negligence on the part of AERES.

Article 5 Termination

5.1 If the participant/client fails to fulfill the obligations arising from the agreement, or if the conduct of the participant/client or of persons participating in a contractual activity on behalf of the client gives cause to do so, AERES shall be entitled to terminate the agreement with immediate effect, without the requirement of a notice of default.

5.2 In addition to the provisions of Article 5.1, AERES shall have the right to terminate the agreement if the participant/client is declared bankrupt, has been granted a suspension of payments, has entered into liquidation, or is or has been taken over by a third party or parties. In all cases mentioned in this article, all claims AERES has against the participant/client shall become immediately due and payable.

5.3 If the participant/client is in default or in breach of one or more of their obligations, all reasonable extrajudicial costs incurred to obtain satisfaction shall be borne by the participant/client. In any case, the participant/client shall owe 15% of the total amount due, as well as compensation for the use of goods amounting to 1/260 of the purchase price per day that the goods remained in the possession of the participant/client. If AERES demonstrates that higher costs were incurred that were reasonably necessary, these shall also be eligible for reimbursement.



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Article 6 Cancellation and Other Changes

6.1 In the event of illness and/or unavailability of a lecturer or an exam assessor, AERES shall – insofar as possible – arrange for an equivalent replacement. This applies to regular course days as well as examinations. If an equivalent replacement proves not to be possible, the participant shall be informed as soon as possible, and AERES shall, where feasible, propose alternative dates on which the relevant course day or examination may still be held or administered. AERES cannot be held liable for any costs incurred by the participant in relation to the course (day) and/or examination.

6.2 In case of illness and/or unavailability of a lecturer or an exam assessor, the participant shall not be entitled to any (damage) compensation. AERES shall not charge additional fees for the provision of course days resulting from the illness and/or unavailability of a lecturer.

6.3 A participant may not cancel a course or examination free of charge due to the unavailability of a lecturer or an exam assessor, changes to a course day, changes to the course programme, changes to an examination date, or changes to a (course) location, without being liable for a reasonable fee.

6.4 A participant may not terminate the course agreement prematurely free of charge due to the unavailability of a lecturer or an exam assessor, changes to a course day, the course programme, the examination, or

changes to a (course) location, without being liable for a reasonable fee.

6.5 AERES reserves the right to cancel or reschedule a course (day) and/or examination in the event of insufficient enrolment (applicable to both courses and exams), (unforeseen) emergencies, weather conditions, or (regional or national) government guidelines. This also applies to changes in the course programme and/or (course) location. Where possible, a suitable alternative will be offered. AERES cannot be held responsible for any costs incurred by the participant in relation to the course (day) and/or examination.

Article 7 Liability

7.1 In the event that AERES is held liable, such liability shall be limited to what is stipulated in this article.

7.2 Except in cases of intent or gross negligence on the part of AERES, AERES shall not be liable for any damage of any nature whatsoever resulting from inaccuracies, incompleteness, or lack of timeliness of the information used by AERES in the execution of the agreement, in the broadest sense of the word.

7.3 AERES's liability arising from the agreement is in all cases limited to the invoice value of the agreement.

7.4 AERES's liability is in any case always limited to the amount paid out by its insurer, where applicable.

7.5 AERES shall not be liable

for any indirect or consequential damages.

7.6 From the moment goods sold are ready for delivery or collection, they shall be at the risk of the participant/client. AERES reserves the right to store the goods at the expense and risk of the participant/client.

7.7 The participant/client shall examine or have examined the purchased goods as soon as possible upon or after delivery. In doing so, the participant/client must verify whether the delivered goods conform to the agreement.

7.8 If visible defects or shortages are detected, the participant/client must report them to AERES in writing within 14 days of delivery. Hidden defects must be reported in writing to AERES after discovery, but within 14 days of delivery. Even if the counterparty submits a timely complaint, the obligation to pay and to accept any ordered goods remains in force.

7.9 Goods may only be returned to AERES with prior written consent.

7.10 The limitations of liability stated in this article shall not apply if the damage is due to intent or gross negligence on the part of AERES or its managerial subordinates.

Article 8 Force Majeure

8.1 AERES shall not be obliged to fulfill any obligation arising from the agreement if it is prevented from



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doing so as a result of a circumstance that cannot be attributed to fault, nor for which it is responsible under the law, a legal act, or generally accepted practice.

8.2 In these general terms and conditions, force majeure shall be understood to mean, in addition to its definition in law and case law, all external causes, whether foreseen or unforeseen, over which AERES has no control but which prevent AERES from fulfilling its obligations. This includes, but is not limited to, strikes within AERES or third-party operations, IT failures, or pandemics. AERES shall also be entitled to invoke force majeure if the circumstance preventing (further) fulfillment of the agreement arises after AERES should have fulfilled its obligation.

8.3 During the period of force majeure, AERES's delivery and other obligations shall be suspended. If the period in which AERES is unable to fulfill its obligations due to force majeure exceeds three months, both parties shall be entitled to dissolve the agreement without any obligation to pay damages in that case.

8.4 If, at the time the force majeure occurs, AERES has already partially fulfilled its obligations or can only partially fulfill its obligations, it shall be entitled to invoice the part already delivered or deliverable separately, and the counterparty shall be obliged to pay this invoice as if it were a separate agreement. However, this shall not apply if the part already delivered or deliverable

has no independent value.

Article 9 Confidentiality

Both AERES and the participant/client shall take all necessary measures to ensure the confidentiality of all data and information provided to each other. Neither party shall disclose such information to third parties without the express written consent of the other party.

Article 10 Quality

10.1 AERES makes every effort to ensure the high quality of its courses. Should the participant nevertheless have complaints regarding the quality of the course, they may make use of the AERES complaints procedure, which can be found on the website www.aeres.nl.

10.2 Any potential claim for damages shall never exceed the course fee owed by the participant.

Article 11 Retention of Title

11.1 All items, materials, written advice, books, etc., delivered by AERES to the participant/client under an agreement shall remain the property of AERES until all amounts owed by the participant/client for goods or services delivered or to be delivered under that agreement have been paid in full to AERES.

11.2 Items delivered by AERES that fall under the retention of title as referred to in clause 11.1 may not be resold or used as a means of payment. The partici-

part/client is not authorized to pledge or otherwise encumber the items subject to the retention of title.

11.3 The participant/client must take all reasonable measures to safeguard AERES's ownership rights. If third parties seize goods delivered under retention of title or wish to establish or assert rights thereon, the participant/client is obliged to inform AERES immediately. Furthermore, the participant/client undertakes to insure and keep insured the goods delivered under retention of title against fire, explosion, water damage, and theft, and to provide the insurance policy to AERES for inspection upon first request. In the event of any insurance payout, AERES shall be entitled to such proceeds. To the extent necessary, the participant/client hereby undertakes in advance to cooperate with any measures necessary or desirable in this context on behalf of AERES.

11.4 In the event AERES wishes to exercise its retention of title as set forth in this article, the participant/client hereby grants AERES and any third parties designated by AERES unconditional and irrevocable permission in advance to access all locations where AERES's property is held and to retrieve such property.

Article 12 Intellectual Property Rights

12.1 Copyright and all other intellectual property rights, as well as similar rights for the protection of information concerning the advice provided, course materi-

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als, documentation, or (digital) materials, are held exclusively by AERES. Nothing in this agreement shall be construed as a full or partial transfer of such rights, unless otherwise agreed. By signing the agreement, the participant/client undertakes not to make course materials, documentation, or other materials available to third parties without AERES's prior written consent.

12.2 Course materials, documentation, and/or (digital) materials may not be reproduced and/or published and/or made available to third parties by means of printing, photocopying, microfilming, or any other method whatsoever without AERES's prior written consent. The participant/client is not permitted to alter, remove, or render unrecognizable any indication of AERES's intellectual property rights.

12.3 For each violation of this article, the participant/client shall owe a penalty of €5,000.00, without prejudice to AERES's right to claim full compensation for damages.

Article 13 General Data Protection Regulation (GDPR)

AERES shall record data of the participant/client in an automated system. The participant/client is obliged, upon first request, to provide AERES with the information required for administrative purposes. In doing so, AERES shall comply with the provisions of the General Data Protection Regulation (GDPR) (AVG).

Article 14 Applicability of General Terms and Conditions

In addition to AERES, all (legal) persons engaged by AERES in the execution of the agreement between AERES and the participant/client may invoke these general terms and conditions.

Article 15 Applicable Law and Disputes

15.1 All legal relationships involving AERES shall be governed exclusively by Dutch law, even if an obligation is performed wholly or partly abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention (CISG) is excluded.

15.2 All disputes shall be submitted to the competent court in Arnhem.

15.3 Parties shall only appeal to the courts after they have made every effort to resolve the dispute through mutual consultation.

Article 16 Availability and Amendment of the General Terms and Conditions

16.1 The applicable version shall be the one in effect at the time the legal relationship with AERES was established.

16.2 The Dutch text of the general terms and conditions shall always be decisive for their interpretation.

16.3 AERES is entitled to amend these general terms and conditions. It shall notify the par-

ticipant/client in writing of any such amendment at least three months before the effective date thereof.

Part Applicable to Open Enrollment Courses (see the general section for further explanation, in particular Article 1)

Glossary of Terms

In these general terms and conditions, the following definitions apply:

- **Participant***: the natural person who has registered (or has been registered by the client) and is enrolled to follow a course at AERES.
- **Client**: the company (legal entity) that purchases a course or training from AERES on behalf of one or more of its employees.

** Where the term "participant" is used in the general terms and conditions, it may also be understood to mean "client."*

A. Registration

1. Registration is possible via the internet by submitting the registration form on our website.

2. The agreement resulting from the registration comes into effect once the signed or email-confirmed registration form has been received.

3. After registration, the participant will receive confirmation by email. Approximately three weeks before the course starts, the participant will receive an invitation by email.

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4. Registration takes place in order of receipt.

5. If a course is fully booked, the participant will be notified in a timely manner. If the participant decides to take the same course at a later date or a different course, they must submit a new registration.

6. In the case of insufficient registrations for a specific open enrollment course, AERES reserves the right to cancel the course. In such cases, any course fees already paid will be refunded. The participant also has the option to apply the already paid course fee to the next equivalent course. Any interim price increases will be charged to the participant.

7. If AERES changes the planned start date of the open enrollment course, the participant has the right to cancel the registration, provided the cancellation is received within two weeks of AERES's announcement of the new start date. If the participant fails to do so, the right to cancel expires and cancellation fees will apply in accordance with Section D: Cancellation by the participant/client.

8. By registering, the participant or client indicates acceptance of our general terms and conditions.

9. Name and address details may be used by AERES to keep the participant informed about its activities. A participant list containing names and addresses is created for each course group. This list is used to verify the data and is not routinely distri-

buted to participants. AERES will comply with the provisions of the AVG (General Data Protection Regulation), see also Article 13.

10. The participant must notify the administration of any changes to their (address) details in a timely manner. Contact details are provided in the registration confirmation.

11. AERES announces its open enrollment courses through its own publications, magazines, brochures, leaflets, and via advertisements or press releases. AERES reserves the right to change the schedule of open enrollment courses with regard to price, dates, times, and location

B. Course Fees (Pricing)

The fees for training programs and courses are adjusted annually in August based on the Consumer Price Index (CPI) of the relevant calendar year. This annual price increase is published on the website and takes effect on August 1 for all upcoming and ongoing courses. AERES cannot be held to its prices if the participant/client can reasonably understand that the price, or any part thereof, contains an obvious error or typographical mistake.

C. Financial Conditions

1. Tuition fees, examination fees, or installment payments must be paid in advance via bank transfer or iDEAL payment before the first day of the course and/or start of

the examination. Cash payments and payments by cheque are not accepted.

2. The tuition fees for AERES programs or courses taken by the participant for professional purposes are exempt from VAT. The price published on the website applies and is the price excluding VAT. If the participant takes the course for recreational (non-professional) purposes, VAT will be added to the price. This does not apply to emergency response (BHV) courses, which are subject to VAT.

3. AERES reserves the right to exclude participants from participation in the event of default or late payment, insofar as the breach justifies such exclusion.

4. In the case of installment payments, the course price will be increased by 5%.

5. All costs incurred in collecting overdue amounts shall be borne by the defaulting participant or by the employer who has assumed the payment obligation. If the employer fails to fulfill or withdraws from their payment obligation to AERES, the participant must continue the agreement at their own expense.

D. Cancellation by Participant or Client

1. Registration applies for the full duration of the course for which the participant has enrolled.

2. In the case of registration via the website, the participant has a fourteen-day cooling-off period

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from the date of registration to cancel the course free of charge. The participant may terminate the agreement within these fourteen days without stating reasons. In such cases, any payments already made will be refunded. The participant must return any received study materials to AERES within seven days of receipt. Return shipping costs are borne by the participant. After the fourteen-day withdrawal period, early termination is only possible under the conditions stated below.

3. If registration occurs within four weeks of the course start date, the cooling-off period no longer applies once the course has commenced. In such cases, 35% of the course fee is due, with a minimum of €50

4. If the registration has taken place within 4 weeks before the start of the course, the cooling-off period no longer applies. In that case, 35% of the course fee is due, with a minimum of €50.

5. Cancellations must be submitted by email with confirmation of receipt. Contact details can be found in the registration confirmation.

6. The assessment of the cancellation period is based on the postmark date or the date the email is received.

7. For cancellations up to three months before the start of the course, a cancellation fee of €50 (including start-up costs*) will be charged.

8. For cancellations up to one

month before the start of the course, 10% of the course fee is due, with a minimum of €50.

9. For cancellations within one month before the start of the course, 35% of the course fee is due, with a minimum of €50.

10. If the participant does not appear, the full course fee is due.

11. No cancellation fees are charged in the event of the participant's death.

**Start-up costs are defined as: Costs incurred by AERES in preparation for the execution of the course agreement. These include administration, IT expenses, marketing costs, personnel costs, renting/reserving training locations, scheduling and compiling timetables, recruitment and/or scheduling of instructors, specific information sessions, distribution of informational material, administrative processing of registration, creation of participant records, or any other costs AERES can substantiate.*

Extension D-INT: International Student Groups

D-INT is a supplementary provision to Article D (Cancellation by student/client) of the general terms and conditions of Aeres Training Centre. It specifically applies to groups of international students from outside the European Union who require a visa in order to participate. This provision offers an adjusted arrangement for rescheduling due to visa delays, taking into account reasonable reimbursement of incurred preparatory costs.

1. No application of standard cancellation fees

If a visa process is delayed and the group is unable to attend the course on time, the registration will not be cancelled but rescheduled. In such cases, the standard cancellation terms under Article D do not apply.

2. Reimbursement based on incurred preparatory costs
In case of rescheduling, a fee will be charged to cover organisational and administrative costs, such as:

- planning and deployment of instructors
- booking (and cancelling) of venues and accommodations
- administrative processing and communication
- adjustment of schedules and course documents

3. Refund Policy

If the situations referred to in Article 1 and Article 2 do not apply, the following refund policy shall apply:

- In case of cancellation up to 4 weeks prior to the start of the course: 75% of the course fees will be refunded;
- In case of cancellation between 4 and 2 weeks prior to the start of the course: 50% of the course fees will be refunded;
- In case of cancellation within 2 weeks prior to the start of the course: no refund will be granted.

4. Conditions and verification
Rescheduling must be clearly and demonstrably linked to the visa process. Aeres reserves the right to request proof of application or delays. Rescheduling will

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take place in consultation with the group's contact person or representative.

This arrangement applies exclusively to group registrations of students from outside the EU who are dependent on visa procedures. The purpose is to fairly cover preparatory costs without charging the full course fee.

E. Early termination of agreement

1. For all courses and programs, early termination after commencement is possible with a notice period of three months. Notice of termination must be submitted by email with confirmation of receipt to AERES. The email send date is considered the date of notice. Termination becomes official only after the participant receives written confirmation from AERES. The notice period takes effect from the first day of the next calendar month.

2. No refund is granted in the case of early termination of courses or programs with a study duration of six (6) months or less.

3. For early termination of courses or programs with a study duration of more than six (6) months, a refund of prepaid course fees may be issued for the months of instruction not attended following termination. If this portion of the course fee has not yet been paid, it will be credited.

4. The cost of instruction already received is, in principle,

determined proportionally based on the number of months the course was attended up to and including the end of the notice period.

5. For any early termination of courses or programs with a duration of more than six (6) months, an administrative fee of €150 will be charged.

6. Upon early termination, the right to complete the course or program and to receive a diploma or certificate lapses.

7. Refund calculation example: A course runs from January 1, 2024 to June 1, 2025, totaling 17 months. The course fee is €2,000. The participant gives notice on August 15, 2024. The notice period begins on September 1, 2024 and ends on December 1, 2024. The period from December 1, 2024 to June 1, 2025 is eligible for refund: 6/17 of the total amount. A €150 administrative fee is deducted. The participant receives a refund of €555.88, which is offset against any previously paid or outstanding invoices.

F. Examination Cancellation or No-Show

If the participant wishes or is compelled to cancel an examination (including cancellation due to illness), they must send an email. The email address is stated on the registration confirmation. The date of receipt of the email will be used to assess the applicable cancellation period.

1. For cancellations up to four weeks before the examination,

no costs will be charged.

2. For cancellations between four and two weeks before the examination, 35% of the examination fee is due

3. For cancellations between two and one week(s) before the examination, 50% of the examination fee is due.

4. For cancellations within one week before the examination, the full examination fee is due. This also applies if the participant does not appear, whether or not notification is given by email.

5. To be eligible to participate in the examination, the examination fee must be paid in advance.

G. Contact information

The table below contains the general contact details of the various entities to which these general terms and conditions apply:

Aeres Training Centre Barneveld

Address: P.O. Box 331, 3770 AH Barneveld

Email address: atc.barneveld@aeres.nl

Aeres Training Centre

Address: P.O. Box 4, 8300 AA Emmeloord

Email address: info.trainingcentre@aeres.nl

AHPro

Email address: Info.nascholingen.hogeschool@aeres.nl

Section Applicable to Closed



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Contract Activities (see for additional explanation the general section, especially article 1)

I. Offers and Quotations

1. All offers and quotations from AERES are non-binding, unless explicitly stated otherwise in the offer and provided that AERES has not already incurred costs in preparation of a contract activity.

2. AERES cannot be held to its offers or quotations if the client can reasonably understand that the offer or quotation, or any part thereof, contains an obvious error or clerical mistake

3. If the client's acceptance (whether or not on minor points) deviates from the offer included in the quotation, AERES shall not be bound by such acceptance. In that case, the agreement will not be concluded in accordance with the deviating acceptance, unless AERES states otherwise.

4. A composite quotation does not oblige AERES to perform part of the assignment for a corresponding proportion of the quoted price. Offers and quotations do not automatically apply to future orders.

II. Supplementary Agreements

1. If the agreement is concluded in writing, it shall only come into effect upon written (order) confirmation by AERES.

2. Every agreement is entered into under the resolutive condition invoked by AERES that the

client is sufficiently creditworthy, to be determined solely at the discretion of AERES.

3. Oral promises and agreements made with AERES employees shall only be binding upon AERES after and insofar as they have been confirmed in writing by AERES.

4. In the case of a purchase agreement, an agreed delivery time is not a strict deadline, unless explicitly agreed otherwise. If a delivery term has been agreed and delivery is delayed, the client must give AERES written notice of default. AERES is entitled to make partial deliveries, unless such partial deliveries have no independent value. In the case of partial deliveries, AERES is entitled to invoice each part separately.

5. These general terms and conditions automatically apply to supplementary and follow-up agreements between AERES and the client.

III. Pricing and Participant Contributions

1. The prices stated in an offer or quotation are exclusive of VAT and other government-imposed levies, as well as any costs incurred in the context of the agreement, including but not limited to travel and accommodation expenses, shipping, and administrative costs, unless stated otherwise.

2. In certain cases, participants in a closed enrollment activity may be required to pay a personal contribution in addition to

the quoted prices. If applicable, this will be communicated to the client in a timely manner. If accommodation is included in a closed enrollment activity, the calculation of accommodation costs will be based on the highest number of participants reported by the client to AERES at any time.

3. AERES reserves the right to adjust the agreed prices and rates by written notice to the client for any activity scheduled to take place after a date specified in the quotation. If the client does not agree with the price adjustment announced by AERES, the client is entitled to terminate the agreement in writing within seven working days of the notification, effective on the date the price adjustment would come into effect. The client is not entitled to terminate the agreement if the price adjustment is the result of an indexation based on changes in the monthly Consumer Price Index (CPI).

IV. Payment and Invoicing

1. All invoices issued by AERES must be paid by the client in accordance with the payment conditions stated on the invoice. In the absence of specific terms, payment must be made within 14 days of the invoice date, in the currency specified on the invoice and in the manner indicated by AERES, unless otherwise agreed in writing. AERES reserves the right to invoice periodically. Payment for all activities carried out by AERES must, in any case, be received before the start of the contract acti-



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vity (even if this is less than 14 days). If the client has not fulfilled the payment conditions prior to the start of the activity, AERES may refuse participation.

2. If the client fails to pay an invoice on time, the client is in default by operation of law. AERES is then entitled, without further notice of default, to charge statutory interest on the outstanding amount, calculated from the invoice due date until full payment is made.

3. If, after a notice of default, the client continues to fail to pay the claim, the claim may be handed over for collection. In that case, the client shall owe, in addition to the outstanding amount and the statutory interest referred to in Article IV.2, full compensation for extrajudicial collection costs incurred by AERES. These costs will be calculated based on standard practices in the Dutch debt collection industry. However, if AERES has incurred higher reasonable costs for collection, the actual costs incurred shall be eligible for reimbursement. Any judicial and enforcement costs incurred shall also be recovered from the client.

4. All additional costs related to payment of an agreed activity shall be borne by the client.

V. Modifications to Closed Enrollment Activities

1. AERES determines the nature, content, and format of the contract activity. In the case of a closed enrollment activity,

consultation with the client will take place regarding the nature, content, and structure of the activity. However, this does not affect the fact that the final responsibility for the subject matter of the closed enrollment activity remains with AERES.

2. The closed enrollment activity will be delivered as closely as possible in accordance with the materials and other publications relating to the activity. AERES reserves the right to modify the duration, structure, and materials of the activity at any time, provided that such changes do not result in a fundamental alteration of the activity.

VI. Continuing Agreements

If AERES enters into an agreement with the client for the periodic or otherwise regular provision of services by AERES, such agreement shall apply for an expressly agreed-upon period, or—if no such period is specified for a period of one year.



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