

PART 1: GENERAL

Article 1. Definitions

1. User: World Wide WiFi Experts BV, based in (5102 AE) Dongen at Lage Ham 190, the Netherlands, registered at the Chamber of Commerce in Breda under number 72738820.
2. Special terms and conditions: the specific terms and conditions mentioned and applicable to the agreement are specified in the following sections:
 - o part 2: provided service(s)
 - o part 3: purchase / rental of goods
 - o part 4: maintenance / service
 - o part 5: training
3. Contract duration: the duration of the agreement, counted from the effective date of providing the service
4. The service: the service of assignment that user performs on behalf of the client.
5. Effective date of the provision of service: day and month on which the service is first provided to the client, according to user's specifications.
6. The client: the legal entity, company or natural person who has entered into the agreement with user, as well as the legal entity, business or natural person who uses the service, purchases / rents the goods or takes the training.
7. Minimum term: the shortest possible term with which the agreement can be entered, consisting of the period 1) from the conclusion of the agreement or 2) the effective date of the service plus the contract duration. For all services, this period is one year, unless explicitly stated otherwise.
8. The agreement: agreement between user and the client based on which user provides services to the client, sells / rents goods to the client, provides maintenance / service for the client or provides trainings for the client.

Article 2. Applicability

1. These terms and conditions are part of all agreements and all legal relations between the client and user.
2. Special terms and conditions also apply to the agreement (as mentioned above). Whenever the special terms and conditions do not correspond to the terms and conditions of this agreement, the special conditions shall prevail.
3. The applicability of general or specific terms and conditions of the client, regardless of their naming, are explicitly rejected by user.
4. If any provision of these terms and conditions is null and void or is declared null and void by a competent authority, the other provisions of these terms and conditions shall remain in effect. User and the client will enter into negotiations to replace the null and void provision.

Article 3. Establishment of the agreement

1. All quotations and offers from users shall be entirely without obligation, unless the contrary has been explicitly stipulated in writing.
2. The client guarantees the accuracy and completeness of information or data provided by him/her or on his/her behalf.
3. The agreement shall be concluded after a verbal and / or written description of services / goods to be provided by the client has been either accepted in writing by user, or if user has started providing services / goods.
4. If the agreement is entered by a client that consists of multiple legal entities, companies or natural persons, each of these legal entities, companies or natural persons shall be jointly and severally liable for compliance with the agreement.
5. The agreement will always be tacitly renewed for the duration of the originally agreed period, unless the client or user terminates the agreement in writing with due regard for a notice period of three months before the end of the period in question.

Article 4. Pricing

1. Unless stated otherwise, the prices mentioned by user are always in Euro's and exclude VAT and any levies imposed by the government.
2. If the client deems a fee to be incorrect, the client may object within seven (7) days after receiving the relevant invoice by informing user in writing. User shall then start an investigation and inform the client of the results. If the client does not raise objections within the aforementioned period, the fee to be paid and its respective invoice will be valid.
3. User reserves the right to raise the prices that were agreed upon based on a change of circumstances after the agreement has been concluded, unless the customer's commitment to the changed prices cannot be reasonably expected.
4. User shall inform the client of the change no later than three months before the change will take effect. If the client does not agree with the modified fee, then the client reserves the right to terminate the agreement in writing within thirty (30) days after being informed. The aforementioned termination would exclusively go in effect in the future, from the moment the fee modification would take place.

Article 5. Payment

1. Unless explicitly stipulated otherwise in the agreement, payment of invoices without suspension or set-off will take place within 14 days of the invoice date. If the client fails to pay the amount due within the payment term, the client shall be in default by operation of law. In that case user will also charge the statutory commercial interest pursuant to article 6:119a of the Dutch Civil Code, equal to what client owns, with a minimum of 9% per year. In the event that user has to involve the services of a third party in order to collect the amount due, the client will also owe user administration fees of at least 15% of the amount to be collected. User also has the right, onwards from the day that the client is in default, to block the client's access to the service until the payment is received in full, without diminishing the client's obligation to pay the fee over that period as due based on the agreement made.
2. The client may be subjected to a standard creditworthiness check. The client gives user permission to reveal the information that the client provides to an authorized credit reporting agency, which will maintain record of the investigation.
3. If at any time before or during the term of the agreement the client fails to meet the standard creditworthiness that user deems acceptable at any given time, user shall be entitled to: (a) require the client to make future payments in advance with regards to future charges as user sees fit, (b) to impose credit limits on the client with regards to costs and to suspend the service at any time when such limits are met, until the charges due have been paid in full, (c) to take similar actions with regards to the client's right to use the service as user sees fit.
4. In the event that the client does not act in accordance with the instructions of user as determined above, user has the right to terminate the agreement immediately. The contract duration and any obligations attached to it shall remain in force.

Article 6. Modification and additional work

1. The client accepts that the time schedule of the assignment can be influenced, if parties at any time agree to change and/or expand the agreed approach, method or scope of the assignment and/or the work resulting from it.
2. If, in agreement with the client, the original agreement between user and the client is deviated from, the resulting costs for additional work will be charged to the client at the prices and/or rates acceptable at the time of execution.
3. The delivery time shall be extended for the duration of the delay arising on the part of user as a result of client's failure to comply with any obligation arising out of the agreement or to cooperate as may be required of him/her with regards to the execution of the agreement.
4. Except in the event of gross negligence on the part of user, exceeding the delivery time shall not entitle the client to dissolve the agreement in full or in part.

Article 7. Intellectual property rights

1. User does not transfer any intellectual property rights to the client. All intellectual property rights on software, websites, data files, equipment, training material, test material, exam material or other materials such as analyses, designs, documentation, reports, offers, as well as preparatory materials thereof, arising from the execution of the agreement or made available to the client, shall remain the exclusive property of user.
2. The client shall only receive a non-exclusive, non-transferable, non-pledgeable and non-sublicensable right of use.
3. User may declare specific license conditions applicable.
4. The client shall not remove or alter (or cause to be removed or altered) any indication(s) concerning the confidential nature or concerning copyrights, brands, trade names or any other intellectual property right from the software, websites, data files, equipment or materials.

Article 8. Confidentiality

1. The client shall only use confidential data that he/she receives for the purpose for which it is intended. Data shall in any case be considered confidential when user has indicated so.
2. The client shall ensure that all data received from user of which he/she knows or should reasonably expect to be of a confidential nature, shall remain secret.
3. The provision of information to a third party which the client is obliged to provide on the basis of a court order or statutory provision is exempt from this. In this case, user will be informed by the client before the information is provided.
4. During the agreement duration and one year following the termination thereof, the client shall not, without prior written consent of user, employ or otherwise have them work for him/her directly or indirectly, any employees of user. User may attach conditions to this consent, which may include payment of a reasonable fee by the client to user.

Article 9. Force Majeure

1. The term 'force majeure' shall be understood to mean any failure in the execution of the agreement, caused by a circumstance independent of user, as a result of which user cannot fulfill its obligations, cannot do so timely or cannot do so without disproportionately burdening extra effort and/or costs, and also insofar as not already included in this, restrictive government measures of any kind, albeit strike, sit-down strike, staff illness, fire, defective equipment, or non-fulfillment, untimely fulfillment or improper fulfillment of their obligations towards user by third parties engaged by user to perform the agreed work.
2. User shall not be obliged to comply with its obligations as long as the situation of force majeure lasts. The obligations that user is unable to comply with will be suspended for the duration of the force majeure situation.
3. If the force majeure situation has lasted sixty (60) days, both parties have the right to dissolve the agreement exclusively for the future. In the case of force majeure, the client has no right on any compensation (for damage), also if user experiences any advantage as a result of the force majeure.
4. Force majeure shall in any case include: (threat of) war, riots, war risk, fire, water damage, frost, "unworkable weather", flooding, earthquake, strike, sit-down strike, government measures, disruption in the supply of energy (e.g. electricity), disruption in the communication links of third parties and (economic) consequences of a pandemic.

Article 10. Liability

1. The client is responsible and liable for the use and letting use as well as the application in its organization of the delivered goods and for services to be provided by the client itself, as well as for the control and security procedures and an adequate system management. User shall never be liable and the client shall indemnify user for any accidents and/or damage resulting from the incorrect and/or careless use of the delivered products.
2. User shall never be liable for any indirect damage suffered by the client or third parties, including consequential damage (such as damage due to loss of profit and/or loss of not being able to use data, extra staff deployment, damage caused by delays), immaterial damage and/or business damage.
3. The liability of user towards the client, for whatever reason, shall be limited to the contract sum excluding VAT that user received from the client regarding the goods, software and/or hardware which caused the damage or the services provided which caused the damage. In any case, liability will be limited to the amount paid out by the user's liability insurance in the case in question, increased by the excess applicable in that case.
4. If user makes use of third parties during execution of the agreement, user's liability, in addition to other stipulations in these general terms and conditions, will be limited to the liability for its own actions and/or failures, as well as the actions and/or failures of its subordinates, these actions and/or omissions shall be deemed as intentional or conscious recklessness.
5. User shall not be liable for any damage in connection with the installation or assembly of goods delivered by it if that installation or assembly is not part of the agreement concluded between user and the client. User is also not responsible and/or liable for the functioning of delivered goods in relation to goods and/or services already present or provided by third parties.
6. Except in the case of intent or conscious recklessness of user, shall the client indemnify user against all claims by third parties, for whatever reason, for compensation of damage, costs or interests relating to the use of the goods and/or services supplied.
7. If user, without being instructed to install and/or assemble, does provide help and assistance of any kind during the installation and/or assembly, this shall be entirely without obligation and at the expense and risk of the client.
8. The client indemnifies user against all claims by third parties for compensation of damage for which the liability of user is excluded in these terms and conditions in the relation with the client. The client is also obliged to indemnify user with respect to the foregoing.
9. If the client deems that user has failed to comply with its obligations under the agreement or has committed an unlawful act in that respect, it must notify user in writing within 1 month, failure to do so will result in the expiry of all rights of action the client has against user.
10. All claims of the client against user expire 6 months after the client has protested to user regarding the execution of the agreement by user.

Article 11. Personal data and privacy

1. The data of the client will be included in a personal registration of user, which meets the requirements set by the Personal Data Authority - or its legal successor.
2. The data will not be passed on to third parties and will only be used for user's own administration, unless any legal requirement obliges user to do so.
3. The client shall, if necessary for the execution of the agreement, inform user in writing about the way in which the client implements his obligations under the legislation on the protection of personal data.
4. The client indemnifies user against claims by persons whose personal data have been registered or are processed in the context of a personal data register maintained by the client or for which the client is otherwise responsible under the law.
5. The responsibility with regard to the data processed by the client using the service or the goods of user lies with the client. The client warrants to user that the use and/or processing of the data is not unlawful and does not infringe on any right of a third party.

Article 12. Information security

1. If, on the basis of the agreement, user is obliged to provide for a form of information security, this shall meet the requirements that parties have determined in mutual agreement for this purpose.
2. In the absence of a specific description, the security shall correspond to a level which is not unreasonable in view of the current state of technology, the sensitivity of the data and the costs involved in taking the measures.
3. The client must secure its own systems adequately and ensure that anti-virus software is up-to-date and in working order.

Article 13. Suspension and termination

1. In so far as the agreement concluded between user and the client concerns a long-term agreement (which may include maintenance/service agreements), user is entitled to terminate the agreement(s) concluded between user and the client prematurely. This must take place in writing. Notice of termination must be given with due regard for a reasonable period of notice of at least three months.
2. User shall be entitled to dissolve the agreement(s) out of court if the client attributable fails to comply with his obligations under the agreement(s) and does not remedy such failure within a reasonable period of time, after (if required by law) being given proper written notice of default.
3. Premature termination in accordance with paragraph 1 of this article as well as dissolution in accordance with paragraph 2 of this article shall not release the client from any obligation to pay for goods and/or services already supplied by user. In the event of the execution of different, distinguishable deliveries of goods and/or services as part of a comprehensive agreement, a partial execution shall be considered a separate agreement, which partial execution shall not be affected by an early termination or dissolution of the agreement. The client is obliged to immediately fulfill his payment obligation with compensation of both judicial and extrajudicial costs, damages and interest.
4. In the event that the client fails to fulfill any of his obligations arising from the agreement concluded with user or from an agreement related to it, or fails to do so properly or in time, or if there are good grounds for fearing that the client is not or will not be able to fulfill his contractual obligations towards user, as well as in the event of bankruptcy, suspension of payments, shutdown, liquidation or partial transfer - whether or not with certainty - of the client's business, including the transfer of an important part of his business, user shall be entitled, without notice of default and without judicial intervention, either to suspend the execution of each of these agreement(s) for a maximum period of 6 months, or to dissolve them in whole or in part, such without being obliged to pay any compensation or provide any guarantee, and without effect on his other rights. During the suspension user shall be entitled and at the end thereof obliged to choose either for execution or for complete or partial dissolution of the suspended agreement(s).
5. In the event of suspension by user by virtue of this article the price agreed upon shall become immediately demandable, after deduction of the terms already fulfilled and of the costs saved by user as a result of the suspension, and user shall be entitled to have the raw materials, materials, parts and other goods reserved and produced by him for the execution of the agreement stored at client's expense and risk. In the event of dissolution by virtue of this article the agreed price - if no prior suspension has taken place - shall become immediately demandable, after deduction of the instalments already paid and of the costs saved by user as a result of the dissolution, and the client shall be obliged to pay the aforementioned amount and to take possession of the goods included therein, in the absence of which user shall be entitled to have these goods stored at the expense and risk of the client or to sell them at the client's expense.
6. The client is not authorized/entitled to claim retroactive dissolution of the (partial) agreement(s).

Article 14. Concluding provisions

1. The agreement and the general terms and conditions shall be governed by Dutch law. The effect of the provisions of the Vienna Sales Convention on the agreement is hereby explicitly excluded.
2. All disputes between the parties arising from the agreement and relating to points of substance (in which specialist knowledge has provided added value) shall be settled by arbitration in accordance with the Arbitration Regulations of the Stichting Geschillenoplossing Automatisering (SGOA Netherlands), having its registered office in The Hague, the Netherlands, except for the right of either party to request a provision in (arbitral) summary judgment and without prejudice to the right of either party to take precautionary legal measures.
3. User also has the right to submit disputes to the authorized judge in the district of Zeeland-West-Brabant. The Dutch court has exclusive international jurisdiction to take note of disputes.
4. The invalidation by judicial decision of one or more provisions of these general terms and conditions shall not affect the validity of any other provision.
5. User may transfer the rights and obligations described in the agreement to a third party. If such a transfer is made other than in the context of a transfer of the business, the client shall be entitled to dissolve the agreement, unless it concerns a transfer of a monetary claim against the client. The client is not entitled to transfer rights and/or obligations under the agreement to any third party without the prior written consent of the user.
6. User has the right to amend these general terms and conditions. An amendment shall also apply to agreements concluded before the time of amendment. An amendment will not take effect until fourteen days after notification to the client. If the customer does not agree with the amendment, the customer is entitled to terminate the agreement before the date on which the amendment takes effect.

PART 2: PROVIDING SERVICE(S)

Article 15. Obligations of user

1. User has a best effort obligation (and not a result obligation) to keep the service available. It is possible that the service will be unavailable due to scheduled technical maintenance. User will announce this maintenance in advance if possible.
2. User cannot influence the systems of the client.
3. User is entitled to make changes to (the access to) the service, if this is desirable for the correct functioning of the service. User will inform the customer about such changes in a timely manner.

Article 16. Obligations of the client and use of service

1. The client is responsible for the use of the service. The client must keep the data necessary to use the service safe and confidential, such as passwords. The client is also responsible for the use of the service by third parties, if these third parties have gained access to the service using data from the client. If the client has reason to believe that third parties are using the service without his permission, the client must immediately report this to user by telephone and confirm this report in writing or by e-mail as soon as possible. The client may not enter into any agreements with third parties whereby it grants such third parties the use of the service free of charge, in return for payment or any other reciprocal performance, unless this is permitted in the special terms and conditions for the service in question.
2. By using the service, the client shall not infringe on the rights of third parties, behave improperly or contrary to morality or public order, or cause damage to third parties. In particular, the client shall respect the intellectual property rights of third parties.
3. If the client acts in violation with the provisions of the previous paragraph or if it is brought to user's attention that the client is otherwise acting unlawfully by means of the service, user shall be entitled, in addition to his other rights, to suspend his obligations, including by blocking the service, or a part thereof, with immediate effect. User shall not owe the client any compensation for such suspension or blocking. If the user is informed that the client is acting unlawfully by means of publications via the service and user does not have any reasonable doubt about the

correctness of that notification, user is entitled to remove the unlawful publication or to block access to it. User shall not be liable for any compensation due to such removal or blocking. The foregoing shall also apply if the user is required to remove a publication made public by the client by means of the service or to block access to the service on other legal grounds. User will inform the client of said measures in writing as soon as possible.

4. If user blocks the service on the basis of the provisions in the previous paragraph, the client's payment obligation towards user shall remain unaffected during the period of blockage. The client has no right of suspension in this respect.

Article 17. Support

1. User will support the customer in using the service. Unless stipulated otherwise in the special conditions, the client can contact user in writing, by telephone or by e-mail.
2. User has a best effort obligation (and not a result obligation) to solve problems that arise with the client's use of the service in the context of the support. However, user does not guarantee that every problem will be solved. Within the meaning of this article, support does not mean support at the client's business or any other location designated by the client.
3. If the client makes demonstrably repeated and unjustified use of the provided support, user has the right to discontinue the support.

Article 18. Back-up

Making and keeping back-ups is the client's own responsibility. Only in emergencies can the client ask user if he still has a backup; in any case, there will no longer be a back-up after six months following the execution of work at the client's premises.

Article 19. Third party services

For many services, user is dependent on services of third parties. User is not liable for damage of any kind or for any reason whatsoever caused by third-party services or networks, including failures in the networks or infrastructure of third parties.

PART 3: PURCHASE / RENTAL OF GOODS

Article 20. Purchase and delivery of equipment

1. In certain cases, the client may purchase equipment from user. The equipment can be collected by the client at the headquarters of user, unless other agreements have been made, such as delivery at a location to be designated by the client. In that case the client shall provide a suitable installation site with all necessary facilities before the equipment is delivered.
2. The purchase price of the goods does not include the costs of transport, insurance, hiring of temporary facilities, etc. These costs shall be charged to the client separately.
3. If agreed, user shall install or arrange the installation of the equipment.
4. If the client requests user to remove old materials (such as networks, cabinets, cable trays, packaging materials, equipment), or if user is obliged by law to do so, the supplier may accept this request by means of a written order at the rates applicable at the time.
5. The supplier does not guarantee that the goods are suitable at the time of delivery for the actual and/or intended use by the client, unless the written agreement clearly specifies the purposes of use without reservation.

Article 21. Trial installation

Only if agreed in writing shall user be obliged to place a trial installation in relation to the goods for which the client has placed an order. User may attach (financial) conditions to such a trial. The client is liable for the use, damage, theft or loss of equipment which is part of the trial installation.

Article 22. Environmental Requirements

The client shall provide an environment that meets the requirements specified by user for delivering goods, among others regarding temperature, humidity and technical requirements.

Article 23. Warranty

1. Without prejudice to the following restrictions, user guarantees the soundness of the goods he delivers as well as the quality of the material used and/or delivered for these goods, insofar as it concerns defects to the delivered good that are not visible upon inspection and of which client proves that they have occurred within 3 months following delivery, exclusively or predominantly as a direct result of an inaccuracy in the construction applied by user or as a consequence of poor finishing and/or use of bad material. In so far as user has obtained the goods from a supplier, this guarantee from user shall only apply in so far as user itself can make a claim under the warranty to its supplier.
2. Any defects falling under the warranty referred to in the previous paragraph shall be removed by user by means of repair or replacement of the defective part, either in user's company or by sending a part for replacement, always at user's discretion. All costs that go beyond the mere obligation as described in the previous sentence, such as, but not limited to transport costs, travel and accommodation expenses as well as costs of disassembly and assembly, are at the expense of the client. In any case, the warranty does not cover defects which occur in or are fully or partially the result of:
 - the disregard of operating and maintenance instructions or use other than the intended normal use;
 - normal wear and tear
 - assembly/installation and/or repair by third parties, including the client;
 - the application of any government regulation regarding the nature of the materials used;
 - used materials or goods in consultation with the client;
 - materials or goods supplied by the client for the user for his work;
 - materials, goods, methods and constructions, applied in the client's explicit instruction, as well as materials and goods supplied by or on behalf of the client.
 - Parts obtained by user from third parties, to the extent that the third party has not provided user with a warranty
3. If the client fails to fulfill, to fulfill properly or to fulfill timely, any obligation arising for him from the agreement concluded with user or from an agreement related to this agreement, then user is not bound by any warranty, whatever the name, with respect to any of these agreements. In case the client proceeds to dismantle, repair or perform any other work on the product or has others do so without prior written consent of user, any warranty claim will be invalid.
4. Complaints concerning defects - which, in the opinion of the client, give rise to a warranty - must be submitted in writing as soon as possible after discovery of the defect, but at the latest within 8 days of the expiry of the warranty period. If this period for complaints is exceeded, any claims against user in respect of those defects will be invalid.
5. If user replaces parts/products to fulfill its warranty obligations, the replaced parts/products shall become user's property. If, in the reasonable opinion of user, repair is not possible, will take too long or will involve disproportionately high costs, user shall be entitled to replace the product free of charge by another similar but not necessarily identical product.
6. With respect to the repair or revision work or other services carried out by the user, a warranty shall only be given for the soundness of the execution of the assigned work for a period of 3 months, unless agreed otherwise. This warranty consists of the sole obligation of user to perform the work in question again, to the extent that it is faulty.
7. No warranty is given with respect to inspection, advice and similar obligations performed by user.
8. The alleged non-fulfilment by user of its warranty obligations shall not release the client from the obligations which arise for him from any agreement entered into with user.

Article 24. Retention of title

1. All goods delivered by user to the client shall remain user's property until the client has paid all claims of user on any account whatsoever, plus interest and costs and all other claims.
2. If the client creates a new item or has a new item created from the goods supplied by user to which the reservation of title applies, the client acts on behalf of user in such a process and the client holds the item for user. The client shall not become the owner until the retention of title expires by virtue of all claims having been settled. The client is obliged to insure and keep insured the goods delivered under retention of title against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection on first demand.
3. Insofar as user still has other claims against the client and user has supplied the client with goods and/or services which are not subject to retention of title, the client establishes, as security for the fulfillment of his obligations in favor of user, a non-possessory pledge on these goods, given user accepts this non-possessory pledge. At user's first request, the client shall sign a deed establishing the right of pledge.
4. The client shall guarantee that he is authorized to pledge the goods and that, apart from the rights of user, no pledge and/or limited rights apply to the goods.
5. If the client resells goods obtained from user, user may oblige the client to establish a pledge in favor of user for his claim against the buyer resulting from that sale.
6. The client may not pledge the goods obtained from user to third parties or give up, transfer, or limit them to the disadvantage of user in any judicial and/or actual power of disposal.
7. Any costs associated with the establishment and execution of all necessary acts in connection with the retention of title, as well as any other securities, shall be paid by the client.

Article 25. Transfer of risk

The risk of loss, theft, embezzlement or damage to goods, data (including user names, codes and passwords), documents, software or data files that are manufactured, delivered or used in the context of executing the agreement shall pass to the client at the moment when they are placed at the disposal of the client or his agents.

Article 26. Rental of equipment

1. User rents to the customer the equipment mentioned in the rental agreement and the corresponding usage documentation.
2. The rental does not include the provision of software on separate data providers and the use and consumables necessary for use the equipment.
3. If no pre-inspection takes place, the client shall be deemed to have received the equipment in good and undamaged condition.
4. The client shall only use the equipment in accordance with the agreed - or reasonably to be assumed - purpose and shall not change or add anything to it. The client shall use the equipment with due care and diligence, and shall not provide it to third parties or sublease it, maintain it or have it maintained, pledge it or provide it as security.
5. In the event of damage, the client shall inform the user immediately. The client shall be liable for any damage occurring, from whatever cause or nature, including but not limited to theft, loss and embezzlement.
6. It is the client's obligation to adequately insure the equipment.

PART 4: MAINTENANCE / SERVICE

Article 27. Maintenance / service

1. If agreed, user shall provide maintenance. Agreements in this respect shall be laid down in a separate maintenance/service agreement.
2. The client shall cooperate with the maintenance as requested by user, including temporarily halting the activities of the client's company and making a back-up of all data.
3. During the period that maintenance is carried out, the client shall not be entitled to replacement equipment.

PART 5: TRAININGS

Article 28. Participation

1. Registration for a training must be in writing and is only final and binding when confirmed by user.
2. The client bears the responsibility for the choice and suitability of the training for the participant(s).
3. The client is allowed to replace a participant for a training with another participant after prior written consent of user.

Article 29. Cancellation

1. A training will only continue if, in the opinion of user or the executing company, there are sufficient registrations.
2. If the number of registrations or other (organizational) reasons give rise to this, user is entitled to cancel the training, combine it with one or more trainings, or have it scheduled for a later time or date.
3. A registration for a training may be cancelled by the client without charge up to 10 working days before the start of the training, unless no new (start) date is set. In that case the full costs will be charged.
4. If a training is cancelled between 10 and 5 working days before the start of the training, but a new (start) date is set, 10% of the training fee will be charged.
5. If a training is cancelled 5 working days before the start of the training, but a new (start) date is set, 50% of the training fee will be charged.
6. If for any reason a student does not show up or cancels without the training still being followed at another time, the total training fee will be charged.

Article 30. Modifications

User reserves the right to make modifications to the training, the training location and the dates without giving reasons. User cannot be held liable for any costs and damages incurred by the client as a result. If during the training it appears that the participant does not have sufficient prior knowledge, user will look for a suitable solution in consultation with the client.

Article 31. Invoicing

1. Invoicing will take place after confirmation of registration. The payment must be received by user before the start of the training. If this is not the case, the participant will not be admitted to the training room. If, for any reason, user has not sent the invoice on time, the training fee must be paid within eight (8) days of the invoice date. Payment shall be made by transfer to the bank account stated on the invoice, stating the invoice number and invoice date.
2. The client shall pay the amount stated on the invoice to user, without any deduction, suspension, discount or set-off.