

Article 1 General

- 1.1 These General Terms and Conditions apply to each special offer, activities, individual offers and agreements between Frits Willem Bakker and a Principal.
- 1.2 These General Terms and Conditions also apply to agreements with Frits Willem Bakker, where Third Parties are involved for execution.
- 1.3 The applicability of General Terms and Conditions of the Principal is rejected explicitly.
- 1.4 If one or more provisions in these General Terms and Conditions at any moment are invalid or would be invalidated, then the rest of these General Terms and Conditions remain applicable. Frits Willem Bakker and the Principal shall then enter into consultation, in order to agree new provisions for the replacement of the invalid or invalidated provisions, whereby as much as possible the purpose and the scope of the original provisions shall be observed.

Article 2 Individual and Special offers

- 2.1 All individual offers and special offers by Frits Willem Bakker are non-binding unless a term for acceptance has been set in writing.
- 2.2 The prices stated in an individual offer or special offer are exclusive of VAT, other levies by the government, possible costs incurred to develop the agreement, including cost of travel, lodging, postage and administration), unless stated differently in writing.
- 2.3 A composed offer does not oblige Frits Willem Bakker to execute part of the agreement for a proportional part of the offer.

Article 3 Delivery terms, execution and agreement changes

- 3.1 The agreement concerns an obligation by Frits Willem Bakker to make a best effort and not commitment to results.
- 3.2 The delivery term is never a fatal term. Frits Willem Bakker has the right to let activities be executed by Third Parties. The applicability of the articles 7:404, 7:407 section 2 and 7:409 in the Dutch Civil code is explicitly excluded.
- 3.3 If Frits Willem Bakker or Third Parties, employed by Frits Willem Bakker, execute activities on location of Principal or a location designated by Principal, then Principal shall arrange free of charge the facilities desired in reasonableness.
- 3.4 If Frits Willem Bakker requires data from Principal for the execution of the agreement, then the execution term does not start sooner than after Principal has made the correct data available to Frits Willem Bakker.
- 3.5 Principal is required to provide all information of which he knows or of which he should know that this is necessary for the execution of the agreement, on time to Frits Willem Bakker. Principal warrants the correctness of the information provided by him.
- 3.6 Frits Willem Bakker is authorized to execute the agreement in various phases and to invoice the parts so executed separately.
- 3.7 If the agreement is executed in phases, then Frits Willem Bakker can suspend the execution of those parts that belong to a subsequent phase, until Principal has approved the results of the preceding phase in writing.
- 3.8 Changes in delivery, initiated by Principal can influence the agreed time planning and the cost of execution. The extra costs incurred will be billed to Principal. Frits Willem Bakker shall inform Principal of the extra costs as soon as they are foreseeable.

Article 4 Dissolution of the agreement

- 4.1 Frits Willem Bakker is authorized to dissolve the agreement, if:
- a) Principal does not, not fully or not timely comply with his obligations of the agreement;
 - b) After the conclusion of the agreement, circumstances become known to Frits Willem Bakker giving reason to fear that Principal shall not comply with his obligations;
 - c) Principal's assets are seized, or suspension of payment is granted to him, or he is declared bankrupt.
- 4.2 If the agreement is dissolved, then the claims of Frits Willem Bakker towards Principal are immediately due and payable upon demand.
- 4.3 If Frits Willem Bakker proceeds to dissolve, it is obliged in no way whatsoever to compensate damage and costs, incurred in any way because of it, to Principal.

Article 5 Payment

- 5.1 Frits Willem Bakker can request Principal to pay a reasonable advance in connection with the fees that Principal is or will be liable to pay and/or expenses that have to be made for the benefit of the Principal. Frits Willem Bakker has the right to suspend execution of activities till the moment that the Principal has paid the advance, or has provided security of due payment.
- 5.2 Payment needs to take place within the payment term, unless stated differently in writing by Frits Willem Bakker. Frits Willem Bakker is authorized to invoice periodically. The payment term is a fatal term.
- 5.3 In the absence of full payment within the set payment term, Principal is in default by law. Principal is then liable to pay a contractual interest of 2% per month as well as out-of-court collection costs of 15% of the principal amount with a minimum of € 300,00.
- 5.4 The payments made by Principal firstly serve to reduce the out-of-court collection costs, subsequently for reduction of accrued interest and finally for reduction of the principal amount.
- 5.5 Principal is never authorized to offset or proceed with suspension of what is owed by him to Frits Willem Bakker.

Article 6 Reclamation

All reclamations should, at the period of becoming forfeited, be received in writing by Frits Willem Bakker within 14 days after these have become known or could have been known.

Article 7 Confidentiality

Both parties are obliged to confidentiality of all confidential information that they have acquired in the framework of the agreement from each other. Information is deemed as confidential if this has been stated by the other party or if this derives from the nature of the information. The party that receives confidential information shall only use this for the purpose for which it was provided.

Article 8 Liability

- 8.1 Frits Willem Bakker is not liable for damage, of whichever nature, incurred because it relied on incorrect and/or incomplete data provided by or on behalf of Principal. This includes, but is not limited to, any personal data made available to Frits Willem Bakker for the purposes of the implementation of the agreement.

- 8.2 Frits Willem Bakker is only liable for damage (i) if this damage falls under the cover of its liability insurance and to the amount that is paid out by its insurance, to be increased with the own risk or (ii) if there is an instance of wilful intent or gross negligence by it or one of its managers.
- 8.3 If there (i) is no instance of wilful intent or gross negligence, or (ii) the insurance does not pay out and there is still an instance of liability for Frits Willem Bakker, then this liability is limited solely to direct damage (whereby liability for indirect damage is explicitly excluded) with a maximum of €25.00,00.
- 8.4 All claims and other rights, on whichever basis, that Principal has towards Frits Willem Bakker, should be received within 6 months after the moment on which Principal became acquainted herewith or reasonably could have become, in writing by Frits Willem Bakker, in the absence of which these become void.
- 8.5 If Frits Willem Bakker should be held liable by Third Parties, then Principal is obliged to assist Frits Willem Bakker both out-of-court as in courts and to do everything, without delay, that may be expected of him in that case. Should Principal remain in default to take adequate measures, then Frits Willem Bakker, without notification of default, is authorized to proceed to take measures. All costs and damage incurred by Frits Willem Bakker and Third Parties because of it, shall be for the account and risk of Principal.
- 8.6 Principal safeguards Frits Willem Bakker from claims of Third Parties that suffer damage in connection with the execution of the agreement (including claims in the form of penalties imposed on Frits Willem Bakker by regulators).

Article 9 Cancellation by Principal

- 9.1 Principal is only entitled to cancel the agreement in writing. Principal is required to pay consequential costs to Frits Willem Bakker in case of cancellation: a) during the period before 21 days prior to the commencement date, 35% of the full order value: (as validated at the time of cancellation); b) during the period between 21 and 14 days prior to the commencement date, 50% of the full order value: (as validated at the time of cancellation); c) during the period between 14 and 7 days before the commencement, 75% of the full order value (as validated at the time of cancellation) and d) during the period of 7 days prior and up to the actual commencement date, 100% of the total cost (as validated at the time of cancellation). The order value is the amount in the agreement plus any agreed alterations.
- 9.2 If, at the time of cancellation, Frits Willem Bakker's costs are higher than the cancellation fee as set out in article 9.1 in these Terms and Conditions, Principal must pay Frits Willem Bakker this higher amount to compensate for the difference.
- 9.3 That which is included in articles 9.1 and 9.2 as aforementioned shall also apply in the event of a force majeure on the part of Principal.
- 9.4 Frits Willem Bakker is entitled, but not obliged, to accommodate Principal to take part in the same or similar workshop within 3 months after the planned workshop, provided that this is part of the agreement and not fully booked, or otherwise consult in this period with Frits Willem Bakker to set a new date for aforementioned workshop, provided Frits Willem Bakker has a date available.



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Article 10 Intellectual Property Rights

- 10.1 Frits Willem Bakker is or will become sole beneficiary of all existing and future intellectual property rights, including but not limited to the copyright that rests on or is derived from the agreement.
- 10.2 Principal warrants to respect intellectual property rights of Third Parties and safeguards Frits Willem Bakker from claims of Third Parties towards Frits Willem Bakker that relate to any (alleged) violation thereof by him, his employees and employed Third Parties.
- 10.3 Frits Willem Bakker has the right to use the knowledge increased at its side through execution of an agreement also for other purposes, to the extent that no strictly confidential information of Principal is shared with Third Parties.

Article 11 Wet Bescherming Persoonsgegevens

(DUTCH LAW FOR THE PROTECTION OF PERSONAL DATA)

Principal agrees to abide by Dutch laws and regulations with respect to any processing of personal data and shall indemnify Frits Willem Bakker against Third Party claims related thereto.

Article 12 Applicable law and disputes

Solely Dutch Law applies to all legal transactions between Frits Willem Bakker and Principal. Solely the Court of Justice in The Hague is qualified to handle disputes.