

General Terms and Conditions EleTech

These General Terms and Conditions are written in standard legal language. Nevertheless, the most important aspect is that information provided to EleTech will not be shared with third parties, and EleTech will execute the assignment to the best of its ability. In the event of a difference of opinion, EleTech always strives to resolve the issue through consultation with the customer.

Article 1. Definitions

1.1. In these general terms and conditions, the following definitions are used:

- a. contractor: EleTech, located at Kerkakkerstraat 142, 5504GS Veldhoven, The Netherlands, registered with the Chamber of Commerce under registration number 75803100;
- b. customer: the natural or legal person who enters into an agreement with the contractor;
- c. agreement: the activities to be determined by mutual agreement between the contractor and the customer that must be carried out by the contractor and the conditions under which this should be done;
- d. participant: the individual who participates in training, as well as the individual on behalf of whom the customer has entered into an agreement with the contractor;
- e. training: the training provided by the contractor;
- f. employee: the natural person who, on behalf of the contractor, executes the agreement;
- g. materials: all advice, concepts, quotations, teaching materials, or (electronic) files developed or made available by the contractor.

Article 2. General

- 2.1. These general terms and conditions apply to every offer, quotation, and/or agreement between the contractor and the customer.
- 2.2. The applicability of any purchasing or other terms and conditions of the customer is explicitly rejected.
- 2.3. Any deviations from these general terms and conditions are only valid if they are expressly agreed upon in writing or by email.
- 2.4. If one or more provisions of these general terms and conditions are declared void or nullified, the remaining provisions of these general terms and conditions will remain in full force. The void or nullified provisions will be replaced by the contractor, with the aim and scope of the original provision(s) being taken into account as much as possible.
- 2.5. If the contractor does not insist on strict compliance with these general terms and conditions at all times, this does not mean that the provisions thereof do not apply, or that the contractor loses the right to demand strict compliance with the provisions of these general terms and conditions in other cases.
- 2.6. The contractor has the right to unilaterally amend the general terms and conditions. The customer will be informed in writing or by email of a new version of the general terms and conditions.

Article 3. Quotations

- 3.1. All quotations are non-binding unless expressly agreed otherwise.
- 3.2. A quotation from the contractor is valid for 14 days unless otherwise indicated in writing or by email.
- 3.3. If no agreement is reached within this period, the customer has no further rights. After 14 days, the quotations are entirely void.
- 3.4. Quotations of a recurring nature only obligate for the timeframe determined in writing by the contractor.
- 3.5. The prices mentioned in the quotation are in euros and exclude VAT.
- 3.6. Obvious errors or mistakes on the website, in quotations, publications, email messages, or agreements of the contractor do not bind the contractor.
- 3.7. Everything provided by the contractor in the context of a quotation remains its inalienable property and must be promptly returned by the customer at the first request of the contractor.

Article 4. Conclusion of the Agreement

- 4.1. The agreement is concluded at the moment when the customer has agreed in writing or by email to the quotation and the general terms and conditions offered by the contractor.

Article 5. Changes to the Agreement by the Customer

- 5.1. If, after the conclusion of the agreement, the customer wishes to make changes to the agreement, the contractor is entitled to amend the price and any agreed-upon delivery times or to refuse the assignment.
- 5.2. If the changes requested by the customer occur after the work has commenced, the customer is obliged to pay at least 100% of the amount agreed upon in the agreement, even if the changes result in fewer tasks for the contractor.
- 5.3. If the changes requested by the customer result in additional work, the price for such work will be based on the same terms and rates as the initial agreement.

Article 6. Cancellation by the Customer

- 6.1. The customer has the right to cancel the assignment in writing or by email.
- 6.2. Cancellation is free of charge up to 4 weeks before the start of the first day of work.
- 6.3. In case of cancellation between 4 weeks before the start of the first day of work and the day before the first day of work, the customer is obliged to pay 50% of the total price of the assignment.
- 6.4. In case of cancellation from the first day of work onward, the customer is obliged to pay 100% of the total price of the assignment.

Article 7. Execution of the Agreement

- 7.1. Each agreement results in a best-effort obligation for the contractor, whereby the contractor is obliged to fulfill its obligations to the best of its ability, with due care and craftsmanship. The contractor does not guarantee that the intended result will be achieved with its activities. Success depends on the cooperation of both parties and circumstances over which the contractor has no control.
- 7.2. The contractor has the right to have the agreement (partially) executed by third parties. The customer will be informed about this in advance.
- 7.3. The contractor will never be obliged to carry out activities that are contrary to its professionalism, the rights of third parties, a legal obligation, or what is customary in society.
- 7.4. If the employee is unable to carry out work for the customer due to illness or other circumstances, the customer will be informed as soon as possible.

Article 8. Obligations of the Customer

- 8.1. The customer shall ensure that all data, goods, and facilities, as indicated by the contractor as necessary for the execution of the agreement, are provided or made available to the contractor in a proper, complete, and timely manner. If the data, goods, and facilities necessary for the execution of the agreement are not provided or made available to the contractor in a timely manner, the contractor has the right to suspend the execution of the agreement and/or charge the customer the additional costs resulting from the delay at the usual rates.
- 8.2. The customer shall refrain from behaviors that make it impossible for the contractor to properly execute the assignment.
- 8.3. The customer is obliged to promptly inform the contractor about facts and circumstances that may be relevant to the execution of the agreement. The customer should notify the contractor in writing or by email of any changes in their information, such as a change of address or phone number, if possible in advance.
- 8.4. The customer is obligated to ensure that the participant complies with the provisions of these general terms and conditions. The customer is responsible for the behavior of the participant they have enrolled in the training.

Article 9. Training

- 9.1. The contractor is authorized to deny further access to the training to a participant who misbehaves or in any way unreasonably obstructs or prevents the proper execution of the training. The agreed-upon compensation remains fully payable in this case, without prejudice to the contractor's right to compensation for any damages.
- 9.2. Participants are expected to actively participate in the training.
- 9.3. During the training, participants should not be disturbed by incoming phone calls, text messages, or email messages unless the participant has obtained permission from the contractor for such interruptions.
- 9.4. If the involved participant or participants, for any reason, are not present at the agreed-upon location and time, the agreed-upon compensation remains payable.

- 9.5. If the training is attended by more participants than agreed upon in the quotation, the additional participants will be billed as additional costs on the invoice at the rate agreed upon in the quotation.
- 9.6. Costs arising from damage and/or destruction caused by participants, to the extent not recoverable from the perpetrator(s) themselves, shall be paid by the customer who registered the participants.
- 9.7. Each participant will receive a paper copy of the presented materials for their personal use. Electronic copies will not be provided.

Article 10. Invoicing and Payments

- 10.1. The contractor sends the invoice after completing the work. If the execution of the assignment extends over a period longer than one month, interim invoices will be issued monthly, at the end of each month.
- 10.2. Payments must be made within 30 days from the invoice date, unless otherwise agreed upon in writing or by email.
- 10.3. Objections to the amount of the invoices do not suspend the payment obligation.
- 10.4. Claims regarding invoices must be submitted in writing or by email within 8 days from the date of the invoice.
- 10.5. In case of non-payment or delayed payment, the customer is liable to pay statutory interest on the outstanding amounts from the due date of the invoice until the date of full payment. Additionally, all judicial and extrajudicial collection costs incurred to collect the payment will be borne by the customer. The extrajudicial collection costs are set at 15% of the principal amount with a minimum of €100.
- 10.6. The contractor is entitled to request a deposit to be paid before the first day of work.
- 10.7. Payments made by the customer are applied, first, to cover all due interest and costs, and second, to the oldest outstanding invoices, even if the customer specifies that the payment relates to a later invoice.
- 10.8. In the event of liquidation, bankruptcy, or suspension of payment by the customer, the contractor's claims and the customer's obligations towards the contractor become immediately due and payable.

Article 11. Confidentiality and Secrecy

- 11.1. The contractor commits to maintaining the confidentiality of all data received from the customer in the context of the assignment, of which it is aware or can reasonably assume to be of a confidential nature.
- 11.2. If the contractor, based on a legal provision or a judicial decision, is obligated to provide confidential information to third parties designated by law or the competent court, and the contractor cannot claim a legal right of non-disclosure recognized or allowed by the competent court, then the contractor is not obligated to provide compensation or indemnification, and the customer is not entitled to terminate the agreement.

Article 12. Intellectual Property Rights

- 12.1. Unless expressly agreed upon otherwise in writing between the contractor and the customer, the contractor is and remains the full and exclusive holder of the intellectual property rights in the materials.
- 12.2. The contractor grants the customer the right to use the materials exclusively within and for the benefit of its own organization, but only after the customer has fulfilled all its (payment) obligations under the agreement.
- 12.3. Without prior consent from the contractor, the customer is not allowed to provide access to, disclose, or reproduce the materials in any way.
- 12.4. If the customer violates the intellectual property rights of the contractor, the customer is liable for all damages incurred by the contractor as a result.
- 12.5. The customer indemnifies the contractor from claims by third parties regarding intellectual property rights in materials or data provided by the customer and used in the execution of the agreement.
- 12.6. Without prior consent from the contractor, it is not allowed to make visual and/or audio recordings of the training.
- 12.7. The contractor retains the right to use the increased knowledge resulting from the execution of the work for other purposes, as long as no confidential information is disclosed to third parties.

Article 13. Indemnification

- 13.1. The customer indemnifies the contractor from claims by third parties regarding intellectual property rights in materials and/or data provided by the customer and used in the execution of the agreement.

Article 14. Liability and Statute of Limitations

- 14.1. All participants are personally liable for any damage caused to themselves or third parties during the training.

- 14.2. The contractor cannot be held responsible for compensating any damage that is a direct or indirect result of:
 - a. An event beyond their control and therefore not attributable to their actions or omissions, as described in Article 16;
 - b. Any act or omission by the customer, their subordinates, or other individuals employed or engaged by the customer.
- 14.3. Despite all due care, the contractor does not accept liability for damages resulting from any actions or omissions based on information provided by the customer, unless the contractor's intent or gross negligence can be proven.
- 14.4. The customer remains solely responsible at all times for complying with the legal requirements related to electromagnetic compatibility. The contractor is in no way liable if these legal requirements are not met or not met immediately
- 14.5. The contractor is not liable for corruption or loss of data as a result of transmitting data using telecommunication facilities.
- 14.6. The customer cannot hold the contractor liable if the results of the work performed by the contractor do not meet the customer's expectations.
- 14.7. The contractor is in no event liable for consequential damages, loss of profits, missed revenue, delay damages, missed savings, reputation damages, fines, and/or other government measures, and damages due to business interruption.
- 14.8. If the contractor is nevertheless legally liable, the liability is limited to a maximum of the invoice value of the assignment, or the portion of the assignment to which the liability relates.
- 14.9. All claims against the contractor that are not submitted to the contractor within 1 year of their origin will expire by statute of limitations.

Article 15. Suspension and/or Termination of the Agreement

- 15.1. The contractor is authorized to suspend the performance of obligations or terminate the agreement if
 - a. The customer does not, not fully, or not timely fulfill the obligations under the agreement;
 - b. After the conclusion of the agreement, the contractor becomes aware of circumstances that provide reasonable grounds to fear that the customer will not fulfill the obligations.
- 15.2. If the customer has applied for a suspension of payments or is in a state of bankruptcy, the contractor is entitled to immediately terminate the agreement.

Article 16. Force Majeure

- 16.1. Force majeure includes, but is not limited to: weather conditions; internet and power outages; mail communication disruption; computer intrusion or hacker attack; government measures; theft; fire; illness or personal family circumstances of the contractor's personnel; traffic impediments.
- 16.2. Force majeure shall also include a non-attributable failure of a third party engaged by the contractor.
- 16.3. The contractor has the right to withdraw from an assignment if, as a result of force majeure, proper execution of the assignment is impeded, in which case no further fee will be charged to the customer.

Article 17. Applicable Law and Disputes

- 17.1. This agreement and all disputes arising from it are exclusively governed by Dutch law.
- 17.2. If a dispute arises that the parties cannot resolve, each of the parties is authorized to submit the dispute to the competent court.
- 17.3. All disputes between the customer and the contractor arising from or in connection with the agreement shall be exclusively settled by the competent court in Eindhoven.