

General Terms and Conditions of Sale for the benefit of (Educational) Services (private clients)

Article 1 – Applicability of the general terms and conditions of sale

- 1.1 These general terms and conditions of sale apply to all agreements between Amsterdam University of Applied Sciences Foundation (Stichting Hogeschool van Amsterdam), established at Spui 21 in (1012 WX) Amsterdam, (hereinafter referred to as: AUAS) and a private course participant, and to tenders submitted by AUAS. These general terms and conditions of sale apply to all services provided by AUAS, including but not limited to educational services. Even after they have come to be part of any agreement between AUAS and a course participant, these general terms and conditions of sale will be part of any further agreements that AUAS and the relevant course participant enter into after that, even if, upon entry into those further agreements, the applicability of these terms and conditions is not specifically referred to. Derogations from these terms and conditions are only valid if these have been expressly agreed upon in writing.
- 1.2 If one or more of the provisions of these terms and conditions are void or declared void, the other provisions will continue to apply in full.

Article 2 – Offers

- 2.1 All offers of AUAS are free of obligation and, unless expressly indicated otherwise in writing, are valid for 30 days.
- 2.2 An agreement with AUAS is formed through signature by the course participant of the dedicated registration or application form, or after AUAS sends the course participant a written confirmation. Any further arrangements, changes and/or commitments made after that only bind AUAS if AUAS has confirmed these to the course participant in writing.
- 2.3 The course participant can terminate a distance agreement, without having to provide reasons, up to fourteen days after the date on which the agreement is entered into. AUAS will make a form available for this.
- 2.4 AUAS may require the course participant to provide security for compliance with the course participant's obligations in the form of a bank guarantee or similar security and may suspend compliance with its obligations until such security is provided.
- 2.5 In the event of conflicts between the various documents, the following ranking applies: the agreement, these general terms and conditions of sale, the Research Plan, in which ranking a document named first ranks above one named last.
- 2.6 These general terms and conditions of sale do not apply to the legal relationship with persons who have enrolled as a student or external student for a subsidised or non-subsidised CROHO course with AUAS.

Article 3 – Cancellation or amendment in the event of educational services

- 3.1 The course participant can only cancel an agreement (and an distance agreement after expiry of the time for reflection as referred to under 2.3 of these general terms and conditions of sale) in writing:
 - up to six weeks before the first teaching date, subject to payment of €50 in cancellation charges;
 - between six and three weeks before the first teaching date, subject to payment of 50% of the agreed fee by way of cancellation charges;
 - between three weeks and one week before the first teaching date, subject to payment of 75% of the agreed fee by way of cancellation charges.
- 3.2 In the event that, in the case of a distance agreement, the assignment is cancelled one week before, on or after the first teaching date, and after expiry of the time for reflection as referred to under 2.3 of these general terms and conditions of sale, 100% of the agreed fee, plus any VAT that may be owed in respect thereof, will be charged by way of administration fee.
- 3.3 In the event that the course participant cancels his participation after commencement of the course, or otherwise fails to participate in the course, the course participant will not be entitled to any reimbursement.
- 3.4 AUAS will be authorised to cancel the course or refuse to allow a course participant to participate in the course without having to provide reasons, in which cases the course participant is entitled to reimbursement of the full amount that he has paid to AUAS.

Article 4 – Payment

- 4.1 Payment must be made within 30 days of the invoice date. Objections against the amount on the invoices and/or complaints regarding the services provided do not entitle the course participant to suspend its payment obligation. If payment has not taken place within the indicated term, the course participant will be in default and will, from the invoice date onwards, owe the statutory interest per month or part thereof on the outstanding amount.
- 4.2 Travel and arrangement/subsistence costs, as well as the mandatory literature required in connection with participation in a course are not included in the course fees, unless expressly agreed otherwise in writing.
- 4.3 In the event that the course participant:
- is put in liquidation, applies for a moratorium or a substantial part of his assets are seized;
 - dies or is placed under guardianship;
 - fails to comply with any obligation towards AUAS;
 - proceeds to discontinue or transfer his business operations or a substantial part thereof, which includes incorporating his business operations into a company to be established or an existing company, or proceeds to amend the objective of his company, any amounts still owed will immediately become due and payable and AUAS will have the right to terminate the agreements with the course participant in full or in part without judicial intervention being required.
- 4.4 All legal and extra-judicial expenses incurred will be at the expense of the course participant. The extrajudicial collection costs will be charged in accordance with the Dutch Extrajudicial Collection Costs (Fees) Decree as referred to in subsection 4 of Section 6:96 of the Dutch Civil Code. The extrajudicial collection costs are as follows (amounts excluding VAT), with a minimum of €40:
- 15% of the first €2,500
 - 10% of the next €2,500
 - 5% of the next €5,000
 - 1% of the next €190,000
 - 0.5% of the excess of the principal, to a maximum of €6,775

Article 5 – Retention of title

Any goods supplied by AUAS, such as designs, sketches, drawings, films, software data carriers and (electronic) files, etc., will continue to be the property of AUAS until the course participant has complied with all his obligations. Goods supplied by AUAS that are subject to a retention of title may only be resold in the context of normal business operations and may under no circumstances be used as a payment instrument.

Article 6 – Investigation, complaints

The course participant must submit any complaints concerning the services to AUAS, in writing, within 8 days of their being discovered, though no later than within 14 days of completion of the relevant services. Complaints concerning invoices must also be submitted in writing, within 8 days of the date on which the invoice is sent.

Article 7 – Cancellation

7.1 All agreements can be terminated early, in writing, if, based on changed circumstances that the terminating party cannot reasonably be expected to have foreseen at the time the agreement was entered into and that are not at its own risk according to these terms and conditions, the law or generally accepted standards, such agreement cannot reasonably be expected to be maintained. In the event that the course participant terminates an agreement early pursuant to this article, AUAS will be entitled to proportionate payment of the services already provided, as well as to compensation of its expenses (such as, without limitation, loss resulting from lower capacity utilisation) and lost profits insofar as this is not factored into the above-mentioned proportionate payment.

Article 8 – Suspension and discharge

- 8.1 AUAS is authorised to terminate the agreement if circumstances arise that render performance of the agreement impossible or as a result of which performance of the agreement cannot reasonably be expected in accordance with the principles of reasonableness and fairness, or if other circumstances arise that are such that it cannot reasonably be expected to maintain the agreement unchanged.
- 8.2 Any claims of AUAS against the course participant will become immediately due and payable upon termination of the agreement. AUAS suspending compliance with its obligations towards the

course participant does not affect its statutory rights or any entitlements under the agreement. Termination of the agreement will not result in any cancellation obligation.

Article 9 – Liability

- 9.1 AUAS's liability for unlawful acts and indirect or consequential loss as a result of an attributable failure is excluded.
- 9.2 AUAS is only liable for direct loss suffered by the course participant as a result of an attributable failure on the part of AUAS insofar as the course participant can prove that such loss is the direct result of the attributable failure and, in addition, per event or series of events with a common cause, only up to the value as agreed between the parties of the obligation or obligations that AUAS has attributable failed to comply with, to a maximum of €25,000, excluding VAT.
- 9.3 Any further conditions which limit or exclude liability that third parties (such as, and expressly without limitation, suppliers) can invoke against AUAS can be invoked against the course participant by AUAS as well.
- 9.4 The limitations of AUAS's liability as referred to in the preceding paragraphs do not apply if the loss is due to intent or wilful recklessness on the part of executive subordinates of AUAS.
- 9.5 Any claim of the course participant against AUAS under these terms and conditions will lapse by the mere expiry of a period of six months after the claim arises, unless, prior to that, legal proceedings are instituted against AUAS in respect thereof.
- 9.6 The course participant indemnifies AUAS, its employees and any third parties engaged by AUAS within the framework of compliance with its obligations under this agreement, against any third-party claims to compensation of any loss suffered by the relevant third parties, caused by or otherwise related to performances delivered by AUAS under these terms and conditions, unless, if the relevant loss were suffered by the course participant, AUAS would not be able to rely on the limitation of its liability pursuant to this article.

Article 10 – Force majeure

- 10.1 The parties are not obliged to comply with any of their mutual obligations if they are prevented from doing so due to a circumstance for which they cannot be blamed nor held accountable pursuant to the law, a legal act or generally accepted standards, including but not limited to: strikes and/or cessation of work (whether organised or unorganised), government measures that hinder the provision of the services, illness or unforeseen dismissal of employees that would have been deployed within the framework of the provision of the services and for whom, in AUAS's reasonable opinion, no replacements can be found, as well as failure on the part of suppliers (whether attributable or not) as a result of which AUAS cannot comply with some or any of its obligations towards the course participant. AUAS can rely on force majeure even if it is in default.
- 10.2 The parties may suspend compliance with their obligations under the agreement for as long as the force majeure continues. If this period exceeds two months, either party is authorised to terminate the agreement without being obliged to compensate the other party for any loss suffered.
- 10.3 Insofar as AUAS has complied with a portion of its obligations under the agreement or will be able to do so at the time force majeure arises, and the portion complied with or to be complied with represents independent value, AUAS is authorised to submit a separate invoice for the portion that has already been complied with or has yet to be complied with. The course participant is obliged to pay such invoice as if it were a separate agreement.

Article 11 – Confidentiality clause

Both parties are obliged to keep confidential any information that they receive from each other within the framework of the provision of the services and of which they are aware or may reasonably be expected to be aware that it is confidential in nature.

Article 12 – Intellectual property rights

- 12.1 Any and all intellectual property rights resulting from services to be provided by AUAS for the benefit of the course participant will be vested in AUAS. All documents issued by AUAS, including but not limited to: reports, opinions, agreements, designs, sketches/drafts, drawings, software, etc. are designated for the exclusive use of the course participant and may not be reproduced, published or brought to the attention of third parties by the course participant without the prior written permission of AUAS, unless the nature of the documents issued provides otherwise.
- 12.2 The course participant indemnifies AUAS against any and all (legal) claims in respect of any actual or alleged infringement of any industrial or intellectual property right in the event that goods

made available to AUAS by or on the instruction of the course participant are used, copied, modified or processed.

12.3 The course participant will only acquire a non-transferable licence to use any computer programs supplied, in accordance with the objective of such programs.

12.4 AUAS reserves the right to use any knowledge acquired through the provision of the services for other purposes as well, insofar as this does not cause any confidential information to be disclosed to third parties. AUAS is authorised to sign the goods it is instructed to create. AUAS is authorised to use the goods it is instructed to create for its own publication and/or promotional purposes with due regard for the interests of the course participant.

Article 13 – Applicable law and settlement of disputes

All agreements between AUAS and the course participant are subject to Dutch law. Any disputes will be settled by the competent court of Amsterdam, unless AUAS prefers to submit the dispute to the competent court in the course participant's place of residence/place of business.

Adopted by the AUAS Executive Board on 16 May 2017