

## **GENERAL TERMS & CONDITIONS THE WORLD OF YES**

This document includes the General Terms and Conditions for the training program as executed by The World of YES (Dutch Chamber of Commerce: 68636091).

### **ARTICLE 1: APPLICABILITY & GENERAL STATEMENTS**

- 1.1 These terms and conditions apply to all current and future training agreements between The World of YES and its clients.
- 1.2 In these terms and conditions, “client” means any person or legal entity who has entered an agreement with The World of YES, with the means of using our services. When using the term “The World of YES”, this refers to the organization or professionals working for the organization.
- 1.3 The World of YES is permitted to make agreements with the client that are deviating from these general terms and conditions.
- 1.4 Any deviating conditions are only part of an agreement between The World of YES and a client if these conditions have been explicitly confirmed and accepted in writing by The World of YES.
- 1.5 If The World of YES has concluded an agreement with the client in which the applicability of these terms and conditions has been agreed, then these terms and conditions also apply to any verbal, telephone, written, e-mail or other instructions given by the client, regardless a written confirmation from The World of YES.

### **ARTICLE 2: PROPOSAL & AGREEMENT**

- 2.1 Following a request from the client to provide a training program, The World of YES sends an offer to the client with the validity of 1 month, unless the offer states otherwise. The agreement between The World of YES and the customer comes about when both parties sign the offer.
- 2.2 The content of the proposal by The World of YES are valid for the time period as stated in the proposal. When no time period has been stated, the proposal is valid for fourteen (14) days after the day the proposal was communicated with the client.
- 2.3 In the event that The World of YES and the client make use of a training agreement signed by both parties that is assumed to apply to all current and future assignments that the client issues to The World of YES, confirmation by e-mail is considered as an order confirmation of new or independent assignments. All articles of the training agreement then apply, unless agreed otherwise in writing.
- 2.4 All amounts mentioned in the quotation and order confirmation are exclusive of VAT, unless stated otherwise.

### **ARTICLE 3: PREPAYMENT GUARANTEE**

- 3.1 The World of YES is at all times entitled to demand payment or provision of security in advance, before proceeding with the assignment. If the client fails to provide the required advance payment or security, the obligation to perform imposed on The World of YES is no longer valid, without prejudice to The World of YES’s right to compensation for damage, costs and interest by the client.

### **ARTICLE 4: SERVICE TOWARDS THE CLIENT**

- 4.1 The World of YES will maintain secrecy with everything of a confidential nature that comes to its attention in the exercise of its profession.
- 4.2 The training agreement or quotation as agreed upon with The World of YES, leads to a requirement of due effort by The World of YES, but not to an obligation of result. In the performance of its work, The World of YES will perform as of a good contractor as referred to in Article 7: 401 of the Dutch Civil Code.

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- 4.3 Any time periods specified by the client, or any time periods agreed between The World of YES and the client only count as target dates and therefore do not bind The World of YES in any way.
- 4.4 The World of YES is entitled to have third parties carry out (parts of) the study agreement or quotation. If The World of YES engages third parties for the implementation of an agreement concluded with The World of YES, The World of YES is obliged to carefully select these third parties and inform the client accordingly.

#### **ARTICLE 5: COMPENSATION**

- 5.1 The client is obligated to pay the compensation as stated in the signed quotation or agreement in full, within the stated payment term.
- 5.2 Arrangements involving tariff changes (both increases and decreases) are only valid after confirmation in writing by The World of YES.
- 5.3 The amounts mentioned are excluding VAT.

#### **ARTICLE 6: INVOICING AND PAYMENT**

- 6.1 The World of YES will send the client an invoice for the agreed upon training program, unless agreed otherwise.
- 6.2 Unless agreed otherwise in writing, the client is obliged to pay the invoices of The World of YES within fourteen (14) days after the invoice date.
- 6.3 In case the client does not agree with the invoice, The World of YES needs to be informed about this in writing within eight (8) working days after receiving the invoice. After these eight (8) working days, The World of YES will assume the invoice is correct and will be paid within the expiration period.
- 6.4 After expiration of the period referred to in paragraph 2, the client is in default without further notice of default being required. From that moment on, the client will owe the interest of 1.5% per month on the outstanding amount. A part of a month is counted for a full month.
- 6.5 Both the judicial and extrajudicial costs with regard to the collection of late payments are at the expense of the client. The compensation in respect of extrajudicial collection costs is set at least 15% of the principal sum due, plus the contractual interest The World of YES, to reimburse the actual extrajudicial collection costs insofar these may exceed this amount.

#### **ARTICLE 7: CANCELLING**

- 7.1 Cancellation of the training by the client is possible without any consequences up to 30 calendar days before the start date. If canceled between 7 and 30 calendar days before the start, 50% of the aforementioned costs will be charged, if canceled within 7 calendar days before the start, 100% of the mentioned costs will be charged.
- 7.2 If, in the event of force majeure on the side of The World of YES, the training program can't be provided, a new date will be set by mutual agreement. All other agreements remain valid. The World of YES cannot be held liable in any way for any damage and costs involved in the date change.
- 7.3 If The World of YES has already partially met its obligation in the event of force majeure, or can only partially meet its obligations, The World of YES is entitled to invoice that part separately and the client is obliged to pay this invoice as if it concerned a separate contract.

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### ARTICLE 8: FORCE MAJEURE

- 8.1 In the event of force majeure, which means at least disruptions or failures of the internet, telecommunication infrastructure, power failures, that cause the agreement to not be fulfilled in a reasonable way, then the execution of the agreement will be suspended, or the agreement will be terminated if the force majeure situation has lasted more than ninety (90) days, all without any obligation for compensation by The World of YES towards the client.
- 8.2 The World of YES is entitled to demand payment of those services that have been performed during the performance of the agreement, before the force majeure circumstances have been established.

### ARTICLE 9: REVOCATION OR CHANGE OF AN AGREEMENT

- 9.1 Both parties may, in the following cases, without a notice of default or legal intervention being required, dissolve the agreement by written notice, extrajudicially:
- If a party is declared bankrupt, provisional suspension of payment is granted or is placed under guardianship;
  - If a party ceases its business or transfers its activities in whole or in part;
  - If the company is liquidated;
- Parties will never be obliged to pay any compensation due to the termination referred to in this paragraph.

### ARTICLE 10: LIABILITIES

- 10.1 The liability for direct damage of The World of YES due to attributable failure in the performance of an agreement arises only if the client immediately and properly declares The World of YES to be in default in writing, thereby stipulating a reasonable period of time for clearing the failure and stating that The World of YES has also been in default after that period. The notice of default must contain a detailed description of the shortcoming, so that The World of YES is able to respond adequately.
- 10.2 Direct damage at least includes:
- Damage to property of the client and/or third parties;
  - Costs of necessary changes and/or changes to for example machines, equipment, software, specifications, materials or documentation, applied to limit or repair the damage;
  - Costs of emergency facilities, such as moving to other machines, (computer) systems or hiring third parties;
  - Costs, including personnel costs, of having to keep old (computer) operational for longer
  - Systems and other facilities;
  - Reasonable costs incurred to prevent or limit direct damage that might be expected as a result of the event on which the liability is based;
  - Reasonable costs incurred to determine the cause of the damage, the liability, the direct damage and the method of repair.
- 10.3 If the ratio of the performance to be delivered by The World of YES compared to the extent of the damage suffered by the client is unreasonable, the damage to be compensated by The World of YES will be moderated.
- 10.4 The World of YES's liability for direct damage is limited to an amount equal to the net invoice value of the amount charged by The World of YES for the specific work in which the damage occurred.
- 10.5 The World of YES is only liable for shortcomings in the execution of work, insofar as these are the result of failure of the The World of YES employee, or the person who performs work for the client under the responsibility of The World of YES, of the due care, expertise and

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- craftsmanship that can be relied upon when performing the work, up to a maximum of € 25,000 per event, in which a series of events is considered as a single event.
- 10.6 The World of YES does not accept liability for results of work that have taken place under the direct guidance and supervision of the client.
- 10.7 The World of YES's liability for indirect damage, including consequential damage, lost profit, lost savings, loss of data and damage due to business stagnation and deflation, is excluded at all times.
- 10.8 A condition for the existence of any right to liability compensation is always that the client reports the damage to The World of YES in writing as soon as possible (at the latest one year) after it arises.

### ARTICLE 11: CONFIDENTIALITY

- 11.1 Both parties are responsible to maintain confidentiality with regard to all confidential information that parties receive from each other. Parties also impose this obligation on their employees as well as on the third parties engaged by them, and their employees to implement the agreement between parties.

### ARTICLE 12: INTELLECTUAL PROPERTY RIGHTS

- 12.1 The copyright on training documents, reports, proposals and other documents arising from the work rests with The World of YES at all times. Modules, models, techniques, instruments, including software, that have been used for the execution of the assignment are and remain the property of The World of YES at all times, unless otherwise agreed. Publication can therefore only take place after obtaining permission from The World of YES. The client has the right to multiply documents for use in its own organization, as far as appropriate for the purpose of the assignment.
- 12.2 The client indemnifies The World of YES against claims from third parties that claim that the intellectual property rights and/or database rights of a third party are being infringed by- or in connection with the execution of the agreement insofar as such an infringement relates to designs, goods or software that made available to The World of YES by the client.

### ARTICLE 13. COMPLAINTS

- 13.1 Any complaints will only be handled by The World of YES if the client notifies The World of YES in writing within eight (8) working days after discovering the defect in the service, or within eight (8) working days after the client could reasonably have discovered the defect in the service. The nature and grounds of the complaints, and when and how the defect in the service was found is to be stated in the notification clearly.
- 13.2 Submitting a complaint does not relieve the client of his payment obligations towards The World of YES.

### ARTICLE 14. PERSONAL DETAILS

- 14.1 The World of YES processes the personal data provided by the client in accordance with its [privacy statement](#).
- 14.2 De client guarantees that the individuals whose personal data are provided have been informed about the processing of their personal data by The World of YES.

### ARTICLE 15: CHANGING GENERAL TERMS AND CONDITIONS

- 15.1 The World of YES has the right to change or add to the general terms and conditions.

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- 15.2 Changes also apply to agreements already concluded, with due observance of a period of thirty (30) days after publication of the change on the The World of YES website or by electronic messaging. Changes of minor importance can be made at any time.
- 15.3 In the event that the client does not want to accept the new terms and conditions, the client can dissolve the contract until the day that the new terms and conditions are effective.

### **ARTICLE 16: CHOICE OF LAW AND DISPUTES**

- 16.1 The agreement as well as the assignment, the request of service and the quotation of The World of YES are fully governed by Dutch law.
- 16.2 If the parties cannot come to an agreement in the event of differences of opinion about the implementation and/or explanation of the agreement, then each party is free to contact the competent civil court.

### **ARTICLE 17: TRANSLATION**

- 17.1 The text of the Dutch version of the general terms and conditions apply in case of any uncertainty about the translated version.

### **ARTICLE 18: FINAL PROVISION**

- 18.1 The general terms and conditions in this document are effective as of January 1<sup>st</sup>, 2019.