

Terms and conditions

for the provision of training by Summum Engineering

ARTIKEL 1. GENERAL

- 1.1. This document contains the general terms and conditions that apply to all agreement(s) we conclude with each other, regarding participation in holding, or assignment to hold, training or coaching sessions, courses, workshops and other forms of training, hereinafter referred to as 'training'. Once you have agreed to the general terms and conditions, they also apply to additional, altered or future (follow-up) assignments.
- 1.2. Once we make agreements after you have agreed to the general terms and conditions, and one of these agreements is inconsistent with a provision from the general terms and conditions, our agreement supercedes the relevant provision.

ARTIKEL 2. ASSIGNMENT

The agreement that we conclude with each other on the basis of which Summum Engineering performs work for you, is always an agreement to an assignment, unless explicitly agreed otherwise.

ARTIKEL 3. THIRD PARTIES

- 3.1. If SUMMUM ENGINEERING wants to engage (specialized) third parties for the implementation of the agreement, this will always be discussed with you first
- 3.2. SUMMUM ENGINEERING is not liable for shortcomings of engaged third parties.

ARTIKEL 4. INDEMNITY

SUMMUM ENGINEERING is indemnified by you against all claims from third parties that are related to or ensue from the implementation of the agreement. Also the costs that are incurred as a result of such a third-party claim are covered by this indemnification.

ARTIKEL 5. LIABILITY

- 5.1. SUMMUM ENGINEERING is in no way liable, on whatever legal basis, for any form of damage that arises during or due to the execution of the agreement, except in the case of intent or deliberate recklessness.
- 5.2. If liability of SUMMUM ENGINEERING is established, the amount of compensation then due is limited to the amount that the professional liability insurance or business liability insurance of SUMMUM ENGINEERING pays out in the appropriate case. If there is no compensation from an insurer, the liability of SUMMUM ENGINEERING is limited to the maximum value of the agreement from which the damage arises.
- 5.3. SUMMUM ENGINEERING is never liable for indirect damage. This includes: consequential damage, lost profits, missed savings, reputational damage and damage due to business interruptions. You also explicitly waive the possibility of invoking article 6:230 paragraph 2 of the Dutch Civil Code.
- 5.4. A statement of liability addressed to SUMMUM ENGINEERING, does not suspend your obligation for payment. In other words, if you hold SUMMUM ENGINEERING liable, you will continue to meet your payment obligations.

- 5.5. Contrary to the legal limitation period, the limitation period of all claims and defenses against SUMMUM ENGINEERING and third parties engaged by us in the execution of the agreement is one year. Any claim for compensation lapses if SUMMUM ENGINEERING has not been notified in writing within this period.

ARTIKEL 6. PAYMENT

- 6.1. The prices in the offers and quotations are exclusive of VAT and any costs to be incurred in the implementation of the agreement such as shipping costs, transport costs, travel costs and declarations of engaged third parties.
- 6.2. We agree on a fixed fee for the work that is included and described in the order confirmation and therefore falls within the scope of the order.
- 6.3. SUMMUM ENGINEERING bills 30% of the total price before the start of the training and 70% after the end of the (series of) training course(s).
- 6.4. In the case of a series of training courses, SUMMUM ENGINEERING is authorized at all times, in deviation from the agreed method of invoicing, to invoice the work performed per completed training course.
- 6.5. Activities that fall outside the agreed and described assignment qualify as additional work. If there is additional work, SUMMUM ENGINEERING will charge its usual hourly rate on top of the agreed fee.
- 6.6. If SUMMUM ENGINEERING receives a (separate) assignment for which we have not agreed a (fixed) fee, SUMMUM ENGINEERING will calculate its compensation based on the number of hours spent using the usual hourly rate, unless agreed otherwise.
- 6.7. The declarations of SUMMUM ENGINEERING must be settled without suspension or settlement within 30 days of the date. SUMMUM ENGINEERING has the right to refuse participation of you or the participant you have designated or to suspend the execution of the assignment or to dissolve the agreement, if you have not met your payment obligations in time.
- 6.8. Any complaints with regard to an invoice must be submitted to SUMMUM ENGINEERING in writing or by e-mail within eight days after the invoice date of the relevant invoice. You will then be deemed to have approved the invoice. Submitting a complaint or protesting against the (amount of an) invoice does not suspend the payment obligation.

ARTIKEL 7. CANCELLATION OR CHANGES

- 7.1. You have the right to cancel the assignment or change taking into account the following conditions:
- Cancellation or modification by you can be done free of charge up to 2 weeks before the start of the assignment.
 - In the event of cancellation or change less than 2 weeks before the start of the assignment, 30% of the quoted amount must be reimbursed.
 - In the event of cancellation or change less than 24 hours before the start of the assignment, 100% of the quoted amount must be reimbursed.
- 7.2. The cancellation costs are calculated and charged at the moment that the assignment would have been carried out and/or started.
- 7.3. The cancellation or change must of course reach us (as quickly as possible) to take effect. You can do this by registered letter or by e-mail. The cancellation by e-mail is only valid if the e-mail has been received by us and the cancellation has been confirmed in writing with a reply to the e-mail.
- 7.4. The assignment cannot be canceled prematurely.
- 7.5. SUMMUM ENGINEERING can terminate or cancel the agreement with immediate effect without notice of default or intervention of a judge in the event that:
- you have applied for or have been granted a (temporary) suspension of payment;
 - you have filed for bankruptcy or have been declared bankrupt;

- you have been placed under guardianship or administration or are no longer able to freely dispose of your assets, including seizure and debt restructuring;
 - you carry out operations for which SUMMUM ENGINEERING (possibly) suffers reputational damage.
 - the cooperation has been permanently disrupted by an insurmountable difference of opinion.
- 7.6. SUMMUM ENGINEERING has the right to cancel the assignment if (radical) personal circumstances (such as illness, or a death within the family of the trainer or management) make the execution of the agreement temporarily impossible. This concerns cases that can count on understanding by anyone. SUMMUM ENGINEERING will inform you as soon as possible and plan a new date for the training(series).
- 7.7. When deregistering by a participant, you have the right to arrange for replacement, provided that you have received written permission from SUMMUM ENGINEERING in advance.
- 7.8. SUMMUM ENGINEERING has the right to reschedule the training(series) if there are insufficient participants to guarantee the quality of the training according to the standard of SUMMUM ENGINEERING. The required number of participants will always be communicated in advance as far as possible. If the rescheduling of the training(series) results in cancellation by you, the cancellation policy of article 7.1. applies.

ARTIKEL 8. PERSONAL DATA

For the benefit of the agreement that you enter into with SUMMUM ENGINEERING, personal data is processed. This concerns data that you provide yourself or that is provided through the execution of the agreement, such as contact details and financial data, or data from public registers (such as the Chamber of Commerce).

ARTIKEL 9. INTELLECTUAL PROPERTY

- 9.1. The copyright on all training material, project material, reports, presentations, brochures and other documents of SUMMUM ENGINEERING that are used during and/or as a result of the execution of the assignment rests with SUMMUM ENGINEERING. These documents may not be shared, used or processed - in any way whatsoever - without the express written permission of SUMMUM ENGINEERING.
- 9.2. If SUMMUM ENGINEERING gives permission for the use of - in short - records of SUMMUM ENGINEERING (as referred to in article 9.1.), the logo and company name of SUMMUM ENGINEERING must always be clearly visible. The way in which the company name and the logo of SUMMUM ENGINEERING is mentioned is coordinated with SUMMUM ENGINEERING prior to publication and/or use.
- 9.3. If you act contrary to this article, you will forfeit an immediately payable fine of EUR 5.000,-. In addition, SUMMUM ENGINEERING reserves the right to claim compensation.

ARTIKEL 10. APPLICABLE LAW

- 10.1. Any legal agreement with SUMMUM ENGINEERING is exclusively subject to Dutch law.
- 10.2. Disputes with regard to our agreement, these terms and conditions, and everything related to it or resulting from it, will be submitted to the competent court in Rotterdam.