



inside outside coaching

GENERAL CONDITIONS FOR DELIVERY TO COMPANIES

article 1. General

1. These conditions apply to every offer, proposal and agreement between Inside Outside Coaching and a Principal on whom Inside Outside Coaching has declared these conditions to be applicable, insofar these conditions have not been altered specifically and in writing by both parties.
2. The conditions outlined below are also applicable to agreements with Inside Outside Coaching for which third parties are engaged.
3. These general conditions are also applicable to employees and interns of Inside Outside Coaching.
4. The applicability of potential introduction of other conditions by the Principal are explicitly rejected.
5. In case one or several of these general conditions at any moment are or become null and void, all other stipulations of these general conditions remain in force. Inside Outside Coaching and the Principal will then engage in discussion to achieve agreement on the replacement of voided conditions with new conditions, while as much as possible the goal and spirit of the original conditions are maintained.
6. In case of obscurity regarding the clarity of one or more of the general conditions, then the clarification will be "in the spirit" of these conditions.
7. In case of a situation arising that is not stipulated in these general conditions, then this situation will be evaluated within the spirit of these general conditions.
8. In the case where Inside Outside Coaching does not constantly demand strict adherence to these conditions, it is not implied that the conditions are not applicable, or that Inside Outside Coaching in in other cases in any way loses the right to require strict adherence to these conditions.

article 2. Proposals and offers

1. All proposals and offers by Inside Outside Coaching are without engagement, unless the proposal includes a time limit for acceptance. A proposal or offer expires if the service or product stipulated in the proposal becomes unavailable.
2. Inside Outside Coaching cannot be held to its proposal or offer where the Principal can rationally understand that the proposal or offer, or a part thereof, contains an obvious error or mis-writing.
3. Prices quoted in the proposal or offer are exclusive of VAT and other levies by authorities, costs in the context of the agreement, including travel and lodging, shipping and administrative costs, unless otherwise indicated.
4. A tendered price does not oblige Inside Outside Coaching to carry out a portion of the commission at conformable part of the quoted price. Proposals or offers are not automatically applicable to future orders.

article 3. Contract period, delivery terms, execution and changes in agreements

1. The agreement between Inside Outside Coaching and the Principal is in force for the period of time agreed upon in writing.
2. Inside Outside Coaching maintains the right to have tasks carried out by third parties.
3. Inside Outside Coaching has the right to carry out the agreement in different phases and to invoice separately for the completed portion.

article 4. Suspension, dissolution and temporary termination of the agreements

1. Inside Outside Coaching is entitled to terminate the agreement in circumstances such that it is impossible to fulfill the agreement or if other circumstances occur such that unaltered maintenance of the contract cannot reasonably be demanded of Inside Outside Coaching.
2. If Inside Outside Coaching proceeds to postponement or termination, it is not in any way held responsible for restitution of resulting damages or costs.
3. If the Principal fails to comply with its obligations arising from the agreement and these non-meeting of obligations justify termination, Inside Outside Coaching has the right to directly and immediately terminate without any obligation on its part to payment of indemnification or compensation, while the Principal, by virtue of misrepresentation, is obliged to indemnification and compensation.
4. If the agreement is terminated by Inside Outside Coaching in the interim, Inside Outside Coaching will, in consultation with the Principal, carry out transfer of the to be completed tasks to third parties, unless the Principal is held responsible for the termination. If the transfer of the to be completed tasks carry extra costs for Inside Outside Coaching, these costs will be invoiced to the Principal. The principal is obliged to satisfy these costs within the stated period, unless indicated otherwise by Inside Outside Coaching.
5. If the Principal cancels whole or in part planned training, coaching sessions or consultations less than 72 working hours prior to the planned session or training, the principal will be invoiced for all associated reservation costs for the training location, in addition to preparation time and working hours.
6. If the Principal cancels in part or whole an agreement after the signing of the commission, Inside Outside Coaching maintains the right to invoice for the signed agreement. If the agreed upon monies have already been paid by the Principal, Inside Outside Coaching is not in any way obliged to pay back the Principal.



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article 5. Force Majeure

1. Inside Outside Coaching cannot be held to fulfill its obligations to the Principal if hindered by circumstances not attributable to its fault, nor to law, an act of the courts, or in generally accepted concepts for its account.

2. Force Majeure in these general conditions means, in addition to what is understood in law and jurisprudence, all outside causes, foreseen or not foreseen, over which Inside Outside Coaching has no influence, but prevents Inside Outside Coaching from carrying out its obligations. Inside Outside Coaching has the right to call on force majeure if a circumstance prevents (further) carrying out the agreement commences after Inside Outside Coaching would have been obliged to carry out its commitment.

3. Inside Outside Coaching can during the period of force majeure postpone its obligations under the agreement or engage the services of a third party. If this period persists for a period longer than three months, either party is entitled to terminate the agreement, without obligation to payment for damages by either party.

4. In as far as Inside Outside Coaching at the time of the commencement of force majeure its obligations under the contract has already partially fulfilled or will be able to fulfill, and individual value attaches to the completed or to be completed portion, Inside Outside Coaching is entitled to invoice separately for the completed and to be completed portions. The Principal is obliged to honour this invoice as if by a separate agreement.

article 6. Payment and collection costs

1. Payment is due within 14 days of the invoice date, by a method indicated by Inside Outside Coaching in the currency of the invoice, unless otherwise indicated in writing by Inside Outside Coaching. Inside Outside Coaching is entitled to invoice periodically.

2. If the Principal fails in the timely remittance of payment, the Principal is by law in default. The Principal is then responsible for payment of interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate is due. The interest on the overdue amount is calculated from the moment that the Principal in default on the total amount of the overdue invoice.

3. Inside Outside Coaching may refuse payment of the principal sum if the due and outstanding interest and collection costs are not satisfied.

4. The Principal is never entitled to settle the amount due to Inside Outside Coaching.

5. Objections to the amount of an invoice does not negate obligation to payment. The Principal who is not entitled to appeal under section 6.5.3 (articles 231 to 247 book 6 BW) does not have the right to postpone payment of an invoice for any other reason.

6. If the Principal is in default of or neglect in the (timely) meeting its obligations, all reasonable cost associated with satisfaction extrajudicially are for the account of the Principal. Extrajudicial costs are calculated on the basis of common collection practices in The Netherlands, currently according to "Rapport

Voorwerk II". Where Inside Outside Coaching has incurred higher collection costs that were deemed necessary, the actual costs are due for payment. The contingent judicial and execution costs will also be recouped from the Principal. The Principal is also responsible for interest on the collection costs.

article 7. Intellectual property and retention of title

1. Unless otherwise agreed to, Inside Outside Coaching retains copyrights and all other rights of intellectual and industrial property on hand-outs, texts, exercises, plans, models and proposals provided by Inside Outside Coaching. Such materials remain the property of Inside Outside Coaching and may not be copied, provided to third parties or used in other ways or replicated without express permission from Inside Outside Coaching.

article 8. Liability

1. Inside Outside Coaching is liable only for damages suffered by the Principal that are the direct and exclusive result of negligence on the part of Inside Outside Coaching, understanding that only those amounts will be considered for compensation for which Inside Outside Coaching carries insurance or, reasonably, considering common practice in the line of business, should have been insured. The following restrictions need to be considered: a) Not eligible for compensation are loss of profit or time (operating losses and other losses of income etc.) from any cause.

b) Inside Outside Coaching is not responsible for any damages, of any sort, brought to or by the execution of its commission, to the organization, or nearby organizations where the commission takes place. c) For damages to material or persons caused intentionally or through gross negligence by assisting staff or participants of training or coaching sessions, Inside Outside Coaching is not responsible.

article 9. Disclaimer

1. The Principal protects Inside Outside Coaching from possible claims by third parties who in the execution of the agreement suffer damages that are caused by others than Inside Outside Coaching's responsibilities.

2. If Inside Outside Coaching for that reason would be claimed against for damages by third parties, the Principal will support Inside Outside Coaching both outside and within the courts and immediately carry out what can be expected of him in that case. Where the Principal fails to take adequate measures, Inside Outside Coaching may, without giving notice, itself proceed to take action. All costs and damages to Inside Outside Coaching and third parties occurred through this action are integrally for the account and risk of the Principal.

article 10. Applicable law and disputes

1. In all legal disputes to which Inside Outside Coaching is party, the laws of The Netherlands are exclusively applicable, even when a contract is executed in a foreign nation or if the party in the legal



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dispute has its domicile there. The applicability of the Convention on contracts for the international sale of goods (Treaty of Vienna, C.I.S.G.) is excluded.

2. Parties will only appeal to the courts after the utmost efforts to settle a dispute through bilateral discussion or with the help of a mediator.

3. The court in the place of residence of Inside Outside Coaching is exclusively qualified to hear disputes, unless the law mandates otherwise.

Nevertheless, Inside Outside Coaching has the right to present the dispute to a lawfully qualified court.

article 11. Location and changes of conditions

1. The conditions can be found on the website of Inside Outside Coaching and will be added to every proposal submitted to the client.

2. The last deposited version, in that case the version at the time of the realization of the legal agreement with Inside Outside Coaching, is applicable.

3. The Dutch text of general conditions is always defining for its interpretation.