

## General Terms and Conditions Tug Training and Consultancy B.V.

### 1. Definitions

“Agreement” means the agreement between TTC and the Client whereby TTC provides services to the Client as set out in the quotation and these terms and conditions;

“Client” means every party giving an order to KOTUG to give courses, training, technical assistance and/or educational assistance or advice, or any other form of consultancy;

“Conditions” shall mean these terms and conditions;

“Parties” means TTC and the Client;

“Services” means such of the following: courses, training, technical assistance and/or educational assistance or advice or any other form of consultancy.

“TTC” means Tug Training and Consultancy B.V. and any subsidiary or holding company of Tug Training and Consultancy B.V. or a subsidiary of such holding company (as such terms are defined in sections 2:24a and 2:24b of the Dutch Civil Code);

### 2. Applicability

- a. All Services supplied by TTC shall be subject to these Conditions, as well as all other legal relationships arising thereof.
- b. Applicability of other general terms and conditions, including those of the Client, are explicitly excluded, unless agreed otherwise by the Parties in writing.
- c. These Conditions may be waived or amended only if agreed by the Parties in writing.

### 3. Conclusion of the agreement

- a. All quotations or offers issued by TTC will expire after 30 days after

the day of issue unless otherwise agreed between the parties or withdrawn by TTC.

- b. Catalogues, brochures and price lists cannot be considered as offers from TTC. These data are only binding on TTC if expressly confirmed in writing by TTC.

### 4. Additions to the agreement

TTC will, at the request of Client, make all changes and/or adjustments required by the Client, provided these changes and/or adjustments are expressed within a reasonable time and are reasonably practicable. TTC is entitled to charge the Client with the costs related to these changes and/or adjustments. All changes to the Agreement will be made in writing.

### 5. Rates

- a. All prices are exclusive of VAT and other taxes imposed by the government.
- b. All prices are exclusive of the course material and other material that is handed to the Client during the Services, or that must be purchased by the Client within the framework of the Service, unless otherwise agreed by the Parties.

### 6. Performance of the agreement

- a. TTC is entitled to suspend its obligations under the Agreement until Client has fulfilled all its obligations towards TTC.
- b. TTC is entitled to suspend the performance of the Agreement if the Client fails to submit all data and information, which are reasonably necessary for the performance of the Agreement by TTC.

- c. All damages incurred as a result from defaults of the Client under the Agreement will be on the Client's expense and will be charged by TTC according to the customary rates.

#### **7. Performance by third parties**

TTC is at its sole discretion allowed to let a third party carry out (part of) the Agreement.

#### **8. Payment and charges**

- a. Invoices of TTC shall be paid within thirty days after the invoice date, unless otherwise agreed by the Parties in writing. Payment must be made in Euro and without any set-off, discount and/or suspension, unless otherwise agreed by the Parties or otherwise indicated on the invoice.
- b. In the event of late or incomplete payment TTC reserves the right, without prejudice to any other rights and remedies available to TTC, to apply interest to the outstanding balance owed, at a rate of 4% over prevailing EURIBOR accrued daily pro rata. To the extent that EURIBOR shall be lower than zero, EURIBOR shall be set at zero.
- c. All judicial and extrajudicial costs incurred by TTC to collect the amounts owed by the Client to TTC shall be borne by the Client.

#### **9. Liability**

- a. TTC is not liable for damage incurred in any way by visitors, students, participants and clients on the locations of TTC or locations that are visited in the

course of the performance of the Agreement.

- b. TTC is not liable for damages resulting from inaccuracies and/or incompleteness in the Services, used teaching aids or knowledge provided by or on behalf of TTC.
- c. In all other cases, TTC's liability will at any time be limited to a maximum of;
  - the amount paid out in that specific case under TTC's commercial general liability insurance (AVB), decreased by the applicable deductible; or
  - the actual costs with a maximum of EUR 5,000, in the event that damage is not covered by any insurance.
- d. Contrary to what is stipulated in paragraph c of this article, the liability is limited to the fee that was due over the last six months in the event of an Agreement with a duration longer than six months.
- e. TTC shall never be liable for any Consequential Loss whatsoever arising out of or in connection with the performance or non-performance of the Agreement.

#### **10. Confidentiality**

Both Parties are obliged to maintain confidentiality of all confidential information, which is obtained from each other or from another source in the context of the Agreement. Information is confidential if so marked or designated or which in the circumstances surrounding disclosure or because of the sensitive nature of the information or the significant commercial value, ought in good faith to be treated as confidential. In

case of a breach of this section by the Client, TTC shall be entitled to exercise any and all remedies available to it by law as a remedy for such a breach, as well as any reimburse for any legal costs relating to such breach.

#### **11. Intellectual property**

- a. All intellectual property rights, including but not limited to copyrights, relating to documents provided by TTC, such as reports, recommendations, designs, sketches, drawings, software etc., belong to TTC.
  - b. All documents provided by TTC, such as reports, advices, designs, sketches, drawings, software, etc., are intended to be used by the Client or its students and/or employees and may not without prior written consent of TTC be reproduced, published or otherwise disclosed to third parties.
  - c. TTC also reserves the right to use the knowledge obtained by the performance of the Agreement for other purposes, in so far that TTC will not share confidential information with third parties.
- b. Unless otherwise agreed either party may cancel the Agreement with a notice period of at least 21 calendar days before the commencement in the performance of the Agreement free of charge.
  - c. If the Agreement is cancelled between 21 and 14 days before the commencement in the performance of the Agreement, TTC will be entitled to charge 10% of the agreed amount.
  - d. If cancelled later than stated in the preceding paragraphs of this article TTC may, without prejudice to any other rights to compensation, charge the agreed amount in full.
  - e. Cancellation must be in writing per registered mail or per e-mail to [info@tugtraining.com](mailto:info@tugtraining.com).
  - f. If the Client does not properly or timely fulfils any obligation resulting from the Agreement or in the event the Client becomes insolvent, voluntarily files or has filed a petition under applicable bankruptcy or insolvency laws, proposes any dissolution, composition or financial reorganization with creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to all or substantially all property or business, TTC is at its sole discretion entitled to (partially) dissolve the Agreement or suspend further performance of the Agreement, without any obligation to pay damages and without prejudice to its other rights. TTC is in those cases also entitled to request immediate payment of all amounts owed to it.

#### **12. Cancellation and termination**

- a. Subject to the provisions set out herein and under (b), (c) and (d), TTC is entitled to cancel the agreement at any time. In the event of insufficient registrations, to be determined by TTC in its sole discretion, TTC is, (i) entitled to cancel the Agreement against a refund of the prepayments in full (but without any obligation to pay damages) or (ii) to offer an alternative date, by giving at least seven (7) days written notice prior to the start date.

**13. Dissolution or invalidity of the agreement**

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

**14. Applicable law and jurisdiction**

All legal relationships between TTC and the Client and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Netherlands. The Parties hereby agree that the district court of Rotterdam has exclusive jurisdiction to settle any dispute, unless TTC as a plaintiff or requesting party opts for the competent court of the place of residence or domicile of the Client.