



**General Terms and Conditions
STC-Group Holding B.V.**

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General Conditions of STC International

Article 1. General and definitions

In these General Conditions STC Group Holding B.V., acting under the name **STC International** shall be referred to as STC.

In these General Conditions "Client" shall mean every party who gives STC an Assignment ("the Assignment") to provide:

- technical assistance, expert advice, including educational assistance, hereafter indicated as 'projects',
- training, education and courses, including short courses, hereafter indicated 'Course or courses', and similar assignments.
- mixed programs consisting of technical assistance, expert advice and course(s), hereafter indicated as 'programs'.

Article 2. Applicability

2.1 These General Conditions apply to all Assignments that the Client has assigned to STC and to any subsequent agreements.

2.2 The applicability of any general conditions of the Client are hereby explicitly declined.

2.3 Any derogation to these conditions shall be valid only if expressly agreed upon between parties in writing.

Article 3 Offers, conclusion of agreement

3.1 All quotes drawn up and offers made by STC for an assignments are offered not binding and subject to contract.

Every offer and/or quote of STC expires 30 days after such has been made, unless the parties agree otherwise.

3.2 Catalogues, brochures and price lists shall not be deemed offers on the part of STC. The relevant information is only binding on STC if STC has expressly confirmed such in writing.

3.3 If the Client grants an assignment with regard to courses or programs in catalogues, brochures, lists, website(s) and similar sources, the agreement will only come into effect upon STC accepting such Assignment in writing or commencing performance thereof.

Article 4 Technical Assistance, Expert Advice, Mixed programs

4.1 Cancellation by STC or Client.

Cancellation of a project or program shall only be allowed if expressly agreed upon in the contract, and in such case only

- in exceptional circumstances and
- with a reasonable term of notice not being less than 2 months.

4.2 Variation of contract

4.2.1 Amendments of the work package of the assignment shall be valid only if agreed upon by parties in writing, including documentation by digital communication.

4.2.2 If amendment of the work package involves extra work, the tariffs actually in force at that time with STC shall apply, unless agreed otherwise.

In such STC shall inform client on the applicable tariffs in advance of the amendment.

4.3 Variation of work planning

Amendments of the work planning shall be valid only if agreed upon in writing, including digital documentation. In such case the extra cost actually made shall be paid by Client.

4.4 Use of documents

Without prejudice to articles 18 and 19 all documents provided by STC such as reports, recommendations, designs, sketches, drawings, software, etc., are exclusively intended to be used by the Client and may not be reproduced, made public or otherwise brought to the attention of third parties without the prior written permission of STC.

4.5 Insurance

If Client requires specific insurance other than already in force for STC, client shall bear the cost for such insurance.

4.6 Code of conduct

STC staff shall observe the reasonable codes of conduct or similar provisions of Client when present in Clients' premises.

Article 5 Courses with open subscription/registration in the Netherlands

5.1 Applicability

This article applies to courses with open subscription or open registration held in the Netherlands.

5.2 Acceptance

If the Client grants an Assignment, the agreement will only come into effect upon STC accepting such Assignment in writing or commencing performance thereof.

5.3 Cancellation by STC

5.3.1 Written acceptance of the Assignment by STC shall be deemed a conditional acceptance of the Assignment on the understanding that before commencement of a Course with open registration, STC is entitled to inform the Client in writing at latest 21 days before the commencement date of the Course of the fact that the Course will not proceed because of insufficient registrations for such Course.

Whether there are insufficient registrations is at the sole discretion of STC and STC is not bound to pay any compensation in this respect.

5.3.2 STC may cancel or postpone a course in special circumstances such as illness of an indispensable teacher or instructor.

5.3.3 In case of cancellation by STC the fees already paid shall be returned.

5.4 Cancellation by Client

The Client may cancel his enrolment to a course without cost until 4 weeks before the planned start of the specific course.

In case of cancellation by a Client of his enrolment to a course between 4 weeks and two weeks before the planned start the Client shall pay 50% of the course fee.

In case of cancellation at any later date the client shall pay the full course fee(s).

5.5 Code of conduct

Participants in any course shall at all times observe any code of conduct or other regulation applicable in STC premises or STC-organized activities.

Article 6 Courses held in the Netherlands but open (especially) for international subscription

6.1 Applicability

The provisions of article 5 apply to courses held in the Netherlands but open (especially) for international subscription unless provided otherwise in this article. The differences are intended to take account of specific consequences such as the need for visa and temporary residence (hotel and similar) if arranged by STC and the consequences in this respect in case of cancellation.

6.2 Cancellation by STC

The Cancellation term mentioned in article 5.3 in case of courses open for international subscription is 6 weeks.

6.3 Cancellation by Client

The cancellation term mentioned in article 5.3 shall be 6 weeks for cancellation without cost. In case of cancellation by the client of a course open for international subscription during the period from 6 weeks to 4 weeks for the planned start of the course the Client shall pay 50% of the course fee and he/she shall bear the cost of cancellation of residential facilities (hotel cancellation) if applicable.

In case of cancellation at a later date the Client shall pay the full cost of the course and shall bear the cost of cancellation of hotel and similar residential facilities, if applicable.

Article 7 Tailor made training and courses, held outside the Netherlands

7.1 Applicability

Article 5 shall apply to training and courses held outside the Netherlands, unless explicitly provided otherwise in this article.

7.2 Cancelling by STC

Written acceptance of the Assignment to develop and/or organise a tailor made course by STC shall be deemed a conditional acceptance of the Assignment on the understanding that

- in case of insufficient participation of the course STC is entitled to inform the Client in writing at latest 4 weeks before the commencement date of the Course of the fact that the Course will not proceed because of insufficient participation for such Course
- unless the course shall be paid by the Client on an agreed lump sum basis.

Whether there are insufficient registrations is at the sole discretion of STC and STC is not bound to pay any compensation in this respect.

7.3 No Cancelling by Client

Article 5.4. shall not apply to these courses.

Article 8 Estimates

8.1 All estimates made by STC shall be subject to contract, and therefore shall not be binding on STC with regard to price, contents, performance and time of performance, unless STC has expressly stated otherwise in writing.

8.2 With regard to a Course for which, due to the type of scope, no estimate or confirmation of the assignment was sent, the invoice is to be deemed confirmation of the Assignment and the invoice will be deemed the complete and full representation of the agreement.

Article 9 Addition(s) to the agreement

At the request of the Client, STC will make all desired changes or adjustments to the Assignment, provided the request for such changes or adjustments are communicated to STC in writing and within a reasonable time and are reasonable to perform. STC has the right to charge the Client for all costs relating to changes and/or adjustments.

Article 10 Prices

10.1 All prices specified by STC are nett prices expressed in Euros, not including taxes and levies such as

- value added tax and similar taxes
- withholding taxes
- import taxes
- local taxes, retributions and levies.
- all other taxes not mentioned above.

Such taxes shall be for the account of the Client.

10.2 Cost applied any bank for the transfer of payments shall be borne by the Client.

10.3 Prices offered are also excluding the cost of

- food, snacks, drinks, meals and other consumptions during courses and training activities,
- taxes, levies and retributions and similar cost.
- material that is handed out to the Client during the Course or which must be acquired by the Client in the framework of the Course, unless otherwise agreed in writing.

Such cost shall be for the account of the Client.

10.3 Changes in salaries, cost prices of materials, exchange rates and/or other factors which influence the price of the Assignment for any reason whatsoever, shall entitle STC to charge these changes to the Client. Pursuant to these charges, the Client has the right to dissolve the agreement within three months of the conclusion of the agreement.

10.3 When concluding the agreement, the parties may agree on a fixed fee and/or lump-sum. If no fixed fee or lump-sum is agreed, the fee will be determined on a time-spent basis. The fee shall be calculated on the basis of the standard hourly rates of STC, applicable for the periods in which the work is carried out, unless a specific hourly rate is agreed.

Article 11 Term for performance

11.1 In principle, an agreement is entered into for an indefinite period of time, unless the parties expressly agree otherwise in writing. If within the term of an agreement, a time period is agreed between the parties for the completion of specific work, this term will serve as an estimate and is not regarded as a fixed term. STC reserves the right to perform in parts or phases.

11.2 STC has the right to suspend performance of the Assignment until the Client has performed all its obligations to STC.

11.3 STC has the right to suspend the parts of an Assignment it must perform if it has been agreed that the Assignment will be carried out in phases and under the agreement the Client must approve the results of the parts or phases already carried out by STC in writing and such approval has not yet communicated to STC.

11.4 STC has the right to suspend performance of the agreement if the Client does not provide STC with all relevant data and information in due time and such data and information is relevant for the performance of the Assignment by STC or which STC has otherwise requested from the Client.

11.5 All losses (due to delays) resulting from the shortcomings of the Client referred to in the preceding paragraphs of this article are at the expense of the Client and STC will charge this to the Client in accordance with the usual rates.

Article 12 Performance by third parties

If, in the opinion of STC, such will benefit the performance of the Assignment, STC has the right to instruct third parties to carry out (part of) the Assignment without the permission of and consultation with the Client.

Article 13 Invoicing and payment

13.1 Invoices of STC shall be paid within 21 days of the invoice date as indicated by STC, unless otherwise agreed in writing. STC has the right with regard to Assignments with a term of more than three months to invoice per month or per quarter at its discretion. Payment(s) shall be made in Euros, unless agreed in another currency, and without set-off, discount and/or suspension.

13.2 In the event of late payment, all payment obligations of the Client are immediately payable, regardless of whether STC has already invoiced in this respect.

13.3 In the event of late payment to STC, STC retains the right, without prejudice to any other rights and legal measures available to STC, to charge the Client the daily interest, which interest is equal to the leading "repo rate" of the European Central Bank plus five percent with a minimum of the statutory interest per year over all amounts due.

13.4 All judicial and extrajudicial costs which STC incurs to collect the amounts owing by the Client are at the expense of the Client, whereby the extrajudicial costs are set at 15% of the outstanding amount with a minimum of €500.

13.5 Payments by or on behalf of the Client will first serve to pay the extrajudicial collection costs incurred by STC, then the judicial costs, the interest due by them and then the outstanding principal amounts on the basis of the oldest outstanding claim or invoice, regardless of any contrary instructions on the part of the Client.

13.6 The Client can only raise an objection against the invoice within the payment term.

Article 14 Currency conversion and continuity

14.1 If the agreed currency of payment is not the Euro, the official currency rates provided by the bank of STC shall be applicable.

14.2 STC and the Client confirm and agree that the compulsory conversion of the currency

referred to in any invoice on the basis of this agreement into Euros shall not be a reason for premature termination or revision of this agreement or advance payment of any amount owed on the basis of this agreement, or will lead to liability of one party to the other party for direct or indirect loss incurred as a result hereof, unless such has been expressly agreed between STC and the Client.

14.3 In case the agreed currency of payment is not the Euro, and if the composition and/or definition of the exchange rate referred to in the invoice is affected by changes or if this rate disappears and/or is replaced by a rate of the same or an equivalent nature, and changes which affect the issuing organisation, ensuing from the fixing of the exchange rate of the currency, referred to on the invoice against the Euro, in conformity with European law, the rate which ensues from these changes or the replacement shall apply automatically.

Article 15 Defects; time periods for complaints

15.1 The Client must lodge complaints with STC about teaching materials, lecturers, work carried out and services provided or to be provided by STC within eight days of discovery of the defect or deviation, but at the latest within fourteen days of completion of the Assignment in question in writing, setting out the grounds. Failure to comply with these provisions will result in loss of any rights in this respect.

15.2 If a complaint is well-founded, STC will proceed to carry out the Assignment, unless the Client can demonstrate that such would be pointless. The Client must state the latter fact in writing.

15.3 If the agreed services still to be provided are no longer possible or useful, STC shall only be liable within the limits of Article 16.

15.4 In the event of winding up, bankruptcy or moratorium on payment of the Client, the claims of STC and the obligations of the Client to STC will be immediately payable.

15.5 Payments made by the Client serve first to pay all interest and costs owing, then to pay the outstanding invoices which have been due the longest, at STC's discretion.

Article 16 Liability

16.1 STC accepts no liability for any losses incurred by visitors, course participants and students in any way at the locations of the STC or locations which are visited in the framework of the performance of the Assignment.

16.2 STC accepts no liability for any losses incurred by the Client as a result of editorial and/or substantive inaccuracies and/or incompleteness of the services provided, learning materials used or knowledge transfer by or on behalf of STC.

16.3 The Client indemnifies STC against third party claims to compensation as referred to in the first two paragraphs of this article.

16.4 If STC is liable then such liability is in any event limited to a maximum of:

- that is paid out under its liability insurance in such case;
- two times the invoice value of the Assignment, or at least that part of the Assignment to which the liability relates, in case the loss is not covered by any insurance, with a maximum of €200.000,--.

16.5 In deviation of the provisions in paragraph 4 sub b of this article, in the event of an Assignment with a term longer than six months the liability is limited to the fee owing over the last six months.

16.6 STC shall never bound to compensate loss other than to persons or property, and in specific it is not bound to compensate consequential loss.

Article 17 Force majeure

17.1 In these General Conditions, force majeure includes, in addition to what is understood in this respect in the law and case law, all external causes, foreseen or unforeseen, over which STC has no control and which prevent STC from performing their obligations. This includes work strikes in the business of STC.

17.2 STC also has the right to appeal to force majeure if the circumstance which prevents (further) performance arises after STC should have performed its obligation.

17.3 The obligations of STC will be suspended during force majeure. If the period in which performance of the obligations by STC is not possible due to force majeure lasts longer than two months, both parties have the right to dissolve the agreement without there being any obligation to pay compensation in this respect.

17.4 If upon the arising of the force majeure, STC has already performed its obligations in part, or can only perform its obligations in part, it is entitled to invoice separately for the part which has already been and/or can be performed and the Client is obligated to pay such invoice as if it were a separate agreement. However, this does not apply if the part which has been or will be carried out does not have any independent value.

17.5 In case of special circumstances such as serious epidemic diseases or serious political and/or social disruptions parties shall discuss the consequences for the assignment.

Article 18 Confidentiality

Both parties shall observe a duty of confidentiality with regard to all confidential information which they receive in the framework of their agreement with each other or from another source. Information is deemed confidential if the other party has (timely) stated it is such or if such ensues from the nature of the information.

Article 19 Intellectual property

19.1 Without prejudice to the provisions of Article 4.4 of these Conditions, all intellectual property rights to documents provided by STC, such as reports, recommendations, designs, sketches, drawings, software, etc., including but not limited to copyrights, belong to STC.

19.2 STC also retains the right to use the knowledge acquired through the performance of the work for other purposes, insofar as no confidential information is brought to the attention of third parties.

Article 20 Non-contracting, non-hiring clause

20.1 Client shall not use, contract with or employ the network of STC nor use, contract with or employ persons from STC or from that network for his own purposes during a period of one year after completion and due payment of the assignment without prior permission in writing by STC.

Specifically client shall during said period not accept any assignments from business relations of STC nor accept any solicitation or job application from personnel of STC.

20.2 If Client violates the obligation specified in section 1 of this article Client forfeits to STC a fine of € 500 per day that the violation lasts with a maximum of €50.000,--. The fine shall be payable directly at first request of STC and is without prejudice to any right or entitlement of STC to full compensation of damage whatsoever, including compensation of indirect damage.

Article 21 Termination and dissolution

Without prejudice to the articles 4.4, 13, 14, 16, 18, 19 and 20, if the Client fails to perform an obligation ensuing from the agreement such obligation properly or in time, and in the event of bankruptcy, moratorium on payment or appointment of a receiver for the Client or cessation or liquidation of the Client's business, STC has the right, at its election, without being bound to pay any compensation and without prejudice to any other rights it has in this respect,

to dissolve the agreement in whole or in part or to suspend (further) performance of the agreement. In such cases STC is furthermore entitled to demand immediate payment of all outstanding amounts.

Article 22 Security

If there are good grounds for suspecting that the Client will not properly perform its obligations, the Client is obligated to provide STC with satisfactory security in the form desired by STC, upon STC's first request and if necessary to supplement such security for the performance of all its obligations. As long as the Client has not satisfied this obligation STC is entitled to suspend performance of its obligations.

Article 23 Dissolution or nullity of the agreement

After dissolution or in the event of nullity of the agreement, due to any cause whatsoever, these General Conditions will remain in effect insofar as they have any independent meaning and/or insofar as they have been stipulated to regulate the consequences of the dissolution or nullity, such as, e.g., in particular (but not limited to) the provisions relating to performance, penalty clauses, liability, confidentiality, judicial competence and applicable law.

Article 24 Applicable law, competent court

24.1 All legal relationships between STC and the Client are governed by Dutch law.

24.2 Disputes between STC and the Client shall be exclusively brought before the competent court in Rotterdam, except if STC as the plaintiff or petitioner opts for the competent court of the residence or place of business of the Client. However parties shall at all times first attempt amicable settlement.

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