

Simoons & Company B.V. (KvK 89766830), hereinafter referred to as: "Simoons", is a limited liability company with registered office at Katgershoek 2, 7245 PC Laren (Gld), The Netherlands.

1) General

These terms and conditions ("Conditions") apply to any quotations, request for quotations, negotiations and agreements regarding services and/or products (hereinafter referred to as: the "activity/ies") provided by Simoons to her clients. Unless explicitly agreed otherwise between Simoons and the client in writing, these Conditions apply to all activities of Simoons, to the exclusion of any other terms and conditions. An agreement between Simoons and client comes into place by a quotation from Simoons, acceptance by client and confirmation thereof by Simoons. Each agreement includes, and is subject to, these Conditions.

These terms and conditions will remain in force if Simoons changes her name, in whole or in part, her legal structure or ownership.

All quotations are non-binding and valid for 30 days, unless stated otherwise and unless the quotation is withdrawn before acceptance.

Each quotation and the confirmation by Simoons of the acceptance by client are based on the information provided by the client. The client guarantees that all essential and other information relevant for making a quotation and for the execution of the activities, is provided. If, however, after commencement of an agreement, the client obtains new information relevant for the performance by Simoons, this information must be provided immediately to Simoons by the client. In that case, Simoons reserves the right to either terminate the agreement or adjust it and charge extra for any additional activities required or requested by client, or issue a new quotation while reserving all rights regarding already performed activities. Simoons will perform the activities to the best of her ability and in accordance with the requirements of good practice. To that end, Simoons has an obligation of best reasonable effort.

If activities are performed at a location designated by the client, the client will provide the reasonably required facilities by either Simoons, or the third party engaged by Simoons for such activities, free of charge. All activities of the client are exclusively entrusted to Simoons, also if it is the explicit or tacit intention that a specific person will perform an activity.

Deviations from these Conditions and/or an agreement are only valid if these have been agreed in writing.

Unforeseen situations occurring in relation to an agreement are addressed taking into consideration the purpose and spirit of these Conditions and the agreement.

A waiver by Simoons in any particular case of any of the provisions of these Conditions or an agreement is invalid unless in writing, and does not affect Simoons' right under such provision in any other case.

If a provision in an agreement and/or these Conditions should be void or unenforceable, this will not affect the validity or enforceability of the other provisions of the agreement/Conditions. The parties will in such a case engage in dialogue in order to agree on (a) new provision(s) to replace the void or unenforceable provision(s), as much as possible while taking into consideration the purpose and spirit of the original provision(s).

2) Deadlines

An agreed date for performance will be observed as closely as reasonably possible by Simoons. The agreed upon or specified performance dates are never a final deadline. If Simoons exceeds a performance date; the client is required to give Simoons notice of delay in writing. A reasonable term will then need to be offered to allow Simoons to still fulfill the agreement.

If an agreed performance date is exceeded, Simoons is not liable for any damages unless the exceeding can be attributed to intent or gross negligence on the part of Simoons.

If the client does not or insufficiently complies with its obligations under the agreement or other cooperation required by Simoons, Simoons is entitled to suspend the execution of the agreement until the client does fulfill the obligations.

3) Intellectual Property Rights and Rights of Use All intellectual property rights used for and/or included in the training materials of Simoons or resulting from the activities performed by Simoons, are solely owned by Simoons, unless the training materials include information and/or intellectual property of client, or otherwise agreed upon in writing between Simoons and client.

4) Rates and cost

For all activities to be undertaken by Simoons for the benefit of the client and not explicitly included in an agreement, the client owes a compensation using the then applicable rates and costs as applied by Simoons, unless explicitly agreed upon otherwise in writing. Simoons notifies the client of the relevant rates before the commencement of the activities. Travel time, travel and accommodation costs, shipping and handling costs will be charged separately and specified to the client at the moment that these costs are due, unless agreed otherwise.

5) Terms of Payment

Unless explicitly agreed otherwise all activities will be invoiced and have to be paid upon agreement. The activities will only commence when payment has been received. The client can cancel an agreement with written notice at least 14 days prior to the agreed commencement of the activities. Simoons will in that case be entitled to 50% of the fee and any cost already made or committed to by Simoons in relation to the agreement. No refund is applicable if a cancellation is received less than 14 days prior to the agreed commencement date of the activities. For open enrollment workshops, an alternative participant is allowed to participate without additional costs being charged, if notified to Simoons prior to the start of the workshop.

All amounts owed by the client are expressed in Euros and will be increased with VAT and any other charges prescribed by government authorities. All amounts owed by the client will be paid, without discount, suspension or settlements, by transfer to the account indicated by Simoons. After the due date, the client will owe statutory commercial interest, without requiring formal notice of default.

If the client falls short of meeting one or more of his obligations, then all reasonable costs incurred in obtaining satisfaction, judicial as well as extrajudicial, shall be for client's account. If more than one client is party to an agreement, all the clients shall be severally liable for compliance with the payment obligations referred to above, regardless of the party named in the invoice or the agreement.

6) Involvement of Third Parties

In the framework of executing the activities, Simoons is authorized to make use of services by third parties, if, in the judgment of Simoons, a correct or efficient execution of the activities is required. Simoons will, in case it wishes to engage third parties in the execution of the activities, observe due care by selecting such third parties.

7) Force Majeure

Simoons cannot be held liable towards the client for non-performance under an agreement if it is reasonably prevented from performance due to a circumstance beyond its reasonable control and which cannot be attributed to it by virtue of law, a legal act or generally accepted practice ("force majeure").

Throughout the duration of the circumstances of force majeure, Simoons shall be entitled to suspend the fulfillment of her obligations. If this period lasts for more than two months, each party may terminate the agreement without any obligation of either party to pay the other party damages. However, insofar Simoons has already partially fulfilled her obligations resulting from the agreement at the moment the circumstance of force majeure commenced, or is able to partially fulfill them after the end of the circumstance of force majeure, and insofar separate value can be attributed to the part already fulfilled or still to be fulfilled respectively, Simoons shall be entitled to invoice the part already fulfilled or still to be fulfilled respectively. The client shall pay this invoice as if there were a separate agreement.

8) Termination or Dissolution of the Agreement

Each party can unilaterally terminate the agreement prematurely if the execution of the activities can no longer take place in accordance with the agreement and/or any later additional agreements. The other party must be informed of this in writing, stating the reasons. Simoons may make use of the possibility of terminating the agreement prematurely if the completion of the activities cannot reasonably be carried out as a result of facts and circumstances that cannot be attributed to him.

If the client proceeds to premature termination (if justified to do so), Simoons has a right to compensation for capacity utilization loss. In determining the extent of such loss, the average declaration amount per month will be used as a guiding principle.

In case of premature termination or in case of dissolution, Simoons retains the possibility to claim the payment of the invoice for activities carried out up to that time. In case of premature termination or dissolution of the agreement, any prepaid amounts will not be refunded.

In the case that one of the parties requests or is declared bankrupt, requests a suspension of payments or ceases its business activities, the other party has the right to terminate the agreement in writing with immediate effect, while all payments under the agreement immediately become due.

9) Confidentiality and privacy

Both parties are required to maintain confidentiality with respect to all information and data provided by the other party with respect to third parties. Both parties must take all the precautionary measures necessary to protect the interests of the other party.

Simoons shall at all times comply with, and shall behave in accordance with, all obligations incumbent upon it under all applicable laws and regulations regarding the protection of personal data, such as, but not limited to, those laid down in the General Data Protection Regulation ("GDPR") of the European Union (EU/2016/679) and in relevant national legislation, both in the role of data controller and in the role of processor (as these terms are defined in the GDPR).

Notwithstanding anything to the contrary in the paragraph above, Simoons reserves the right to use the name of the client for reference purposes.

10) Liability and Warranty

Simoons can only be held liable for non-performance under the agreement as limited in this article 10 and only to the extent it has not exercised the care of a good contractor. The use by the client of advice given by Simoons is entirely for the account and risk of the client. The total liability of Simoons for the damage caused by non-performance attributable to it shall not exceed the value of the non-performed or mis-performed part of the activities. For an assignment with a period for performance of more than 3 months, the maximum liability cannot exceed the amount invoiced in the last three months prior to the damage causing event. Liability for indirect or consequential damage, such loss of turnover, profits, data or reputation, is excluded.

Any claims for damages by the client must be submitted in writing within two months after the damage causing event, absent of which any (alleged) claim shall be regarded as lost.

The client indemnifies Simoons against any claims made by third parties (including claims for reasonable costs of legal assistance), in any way arising out of or related to the activities undertaken by Simoons for the client, except where such claims arise from intent or gross negligence by Simoons.

These limitations and restrictions of liability can also be invoked by third parties engaged by Simoons, who therefore can directly refer to the limitations and restrictions of liability set out herein.

11) Applicable Law

In case disputes arise in connection with the execution of an agreement or any subsequent agreements, the parties shall always attempt to solve it amicably between them. If such amicable solution is not found within a reasonable period of time the Dutch courts of Arnhem, The Netherlands, shall be exclusively competent to decide on the matter in first and second instance, unless Simoons prefers to bring the matter to the court with jurisdiction in the place the client has its, or a, registered office. These Conditions and any agreement with Simoons shall be governed and construed in accordance with the laws of The Netherlands, without giving effect to its conflict of laws provisions.

These terms and conditions will be sent free of charge upon request and are published on the website: www.petersimoons.com/general-terms

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