



General terms and conditions of sale, delivery and payment for:
De Rolf groep bv, with its registered office in Ochten, The Netherlands

Rolf Education is a company of de Rolf groep bv.
The Rolf trademark is owned by de Rolf groep bv.

Registered with the Kamer van Koophandel (Chamber of Commerce) in Midden-Nederland

Article 1 Definitions

1. We: de Rolf groep bv, vendor, the user of the general terms & conditions;
2. Counterparty: the counterparty acting as a seller, buyer, customer, client; any (legal) person, that has entered into a contract with our company or respectively, wishes to enter into a contract with our company and excepting these, their representative(s), agent(s), successor(s) in title and heirs.
3. Contract: the contract agreement between us and the counterparty.

Article 2 General

1. All our offers and contracts and the execution thereof shall be governed solely by these terms and conditions. Deviations must be expressly agreed in writing with us.
2. The counterparty's own terms and conditions shall not be affected if they do not conflict with these terms and conditions. In that case, our terms and conditions will take priority at all times, even if priority is otherwise stipulated.
3. If more than one contract is concluded with the counterparty, these terms and conditions shall apply, irrespective of whether this is explicitly stated.
4. If any provision of these terms and conditions is void or is declared void, the remaining provisions will remain in effect. The void or voided provision will, in such cases, be replaced by a valid provision that most closely corresponds to the scope of the voided provision.

Article 3 Offers

1. All quotations and offers made by us, in whichever form, are made without obligation, unless expressly stated otherwise.
2. If an offer is accompanied by budgets, plans, catalogues or other documents, they shall remain our property at all times and must be returned to us upon request. They may not be copied or given to third parties without our permission.
3. Sending an offer and/or (other) documentation does not obligate us to accept an order. The counterparty will be notified of non-acceptance of an

order by us as soon as possible but in any event within 30 days.

4. We reserve the right, without giving any reasons, to refuse orders or to deliver under terms of cash on delivery.
5. We are not bound to supply at a price specified in the offer, if this price is based on a printing or writing error.
6. In the case of orders received by telephone, email and/or fax, we are not responsible for incorrect delivery and/or billing resulting from these respective telephone, email and/or fax orders. Written confirmations of telephone, email and/or fax orders received after the date of delivery of ordered goods made by telephone, by email and/or fax do not affect this.

Article 4 Contracts

1. Subject to the following terms and conditions, a contract only comes into effect with us after we have accepted an order or respectively confirmed the contract whereby the date of the confirmation is decisive. The order confirmation shall be deemed to fully and completely reflect the contract, unless the counterparty immediately submits a written objection.
2. Any additional contracts or amendments made at a later point in time are only binding if confirmed by us in writing.
3. For transactions that do not require a quotation or order confirmation to be sent due to their nature and scope, the invoice shall be deemed to provide a complete and correct reflection of the contract, subject to any objections being raised within 5 working days.
4. If a natural person closes a contract on behalf of another natural person and/or legal entity, they declare authorisation to do so by signing the contract. This person is, in addition to the natural person or legal entity, severally liable for all obligations arising from the contract.
5. A compound quotation shall not obligate us to deliver part of the goods described in the offer or quotation against a corresponding part of the specified price.

6. Each contract is only entered into under the condition that after a review by us the counterparty is considered to be sufficiently creditworthy to financially fulfil the contract.

7. We are entitled to claim security from the counterparty upon or after entering into the contract before (additional) performance and other obligations will be discharged.

8. We are entitled, if we consider this necessary or desirable for the proper execution of the order placed with us and after consultation with the counterparty, to use third parties in the execution of the contract at the cost of the counterparty in accordance with the provided price quotations.

9. The counterparty will promptly provide us with all information and documents that are required for the proper execution of the contract.

10. If the contract is cancelled by the counterparty, this will result in the payment of (part) of the total order cost.

Article 5 Execution of the contract

1. We will execute the contract to the best of our knowledge and capacity and in accordance with the requirements of good workmanship. All this on the basis of the knowledge known at that time.

2. If and insofar as the proper execution of the contract requires it, we have the right to engage third parties for certain work activities.

3. We are not liable for damage of any nature as a result of the counterparty's provision of incorrect and/or incomplete information, unless such incorrectness or incompleteness should have been known by us.

4. If work is performed in connection with the contract by us or our third parties at the location of the counterparty or a location designated by the counterparty, the counterparty will take care of our employees in reasonable facilities at no cost to us.

5. The counterparty indemnifies us against any claims by third parties who suffer damage which is attributable to the counterparty in connection with the execution of the contract.

Article 6 Prices

1. Unless otherwise stated, our prices are:

- based on delivery from our factory, warehouse or other storage facility;
- inclusive of BTW, but excluding other taxes, levies and duties;
- exclusive of costs for packing, loading and unloading, transportation, insurance and costs for travel and accommodation;
- quoted in euros.

2. In the event of an increase in one or more of the cost price factors, we are entitled to pass on the cost price increase by increasing the contracted selling price without the counterparty having the right to the dissolve the contract, while at the same time not

being liable for any damages resulting from the corresponding price increase mentioned above, taking into account any relevant legal requirements with the proviso that future price increases must be mentioned in the order confirmation.

Article 7 Remuneration

1. Parties may agree a fixed fee at the conclusion of the contract.

2. If no fixed fee is agreed, the fee shall be determined on the basis of hours actually worked. The fee is calculated according to our usual hourly rates, valid for the period in which the work is to be carried out, unless an alternative hourly rate has been agreed.

3. For contracts with a duration of more than three months, the amount payable will be charged monthly.

4. If a fixed fee or hourly rate has been agreed by us with the counterparty, we are nevertheless entitled to increase this fee or rate between the time of sale and delivery in respect of, for example, a rise in salaries.

5. In addition, we may increase the fee if it becomes clear during the execution of the work activities that the originally agreed or expected amount of work at the time the contract was agreed was underestimated and that this is not attributable to us, to the extent that it is not reasonable to expect us to carry out the agreed work activities for the originally agreed fee. We will inform the counterparty in that case of the intention to increase the fee or rate and the date that the increase will take effect.

Article 8 Delivery

1. From the moment the purchase contract is concluded the counterparty assumes all risk for the purchased item. Unless otherwise agreed, delivery will take place at the home/business of the counterparty. Free delivery will only take place if and to the extent that this is agreed by us with the counterparty and it is indicated on the invoice or otherwise.

2. If the previously agreed delivery time is postponed at the initiative of the counterparty then we are entitled to demand interest or a deposit be paid by the counterparty.

3. The counterparty is obligated to accept purchased goods at the time at which they are delivered to him or at the time at which they are placed at his disposal according to the contract.

4. If the counterparty refuses or fails to provide sufficient information or instructions necessary for delivery, we are entitled to store the goods at the expense and risk of the counterparty.

5. If the counterparty does not take delivery of the purchased goods within one week, we are entitled to sell the goods to another. Where this is not possible we are entitled to destroy the goods. The damage we suffer due to resale or destruction shall be borne by the counterparty.

6. The counterparty is obligated to immediately check the goods delivered by us, i.e. the packaging upon delivery, but in any event within 5 working days, for any defects and/or damage, or to perform this check after notice is given by us that the goods are available to the counterparty.

7. Any defects and/or damage to the goods delivered by us and/or packaging which are present at delivery should be noted on the delivery note, invoice and/or transport documents by the counterparty, the failing of which means the counterparty is assumed to have approved the delivered goods. In this case, complaints regarding this will no longer be considered.

8. We are entitled to deliver in parts (partial deliveries), which we can invoice separately.

9. If we have specified a time for delivery, this is indicative. A specified delivery time is also never a final deadline, unless the parties specifically agree upon a deadline in writing. When a delivery time is exceeded, the counterparty must provide us with written notice of default and give us a reasonable time.

Article 9 Transport/Risk

1. The mode of transportation, shipping, packing and the like, if no specific further instructions are provided to us by the counterparty, will be determined by us with due diligence. Unless otherwise agreed, the counterparty shall assume all risk, including fault/negligence of the carrier.

2. Any specific wishes of the counterparty regarding transport/shipping will only be implemented if the counterparty agrees to bear the additional costs.

3. We are entitled to charge for sustainable packaging materials, which is stated on the invoice. When we charge such a fee, it will be calculated after its return in undamaged condition.

Article 10 Force Majeure

1. If after agreeing a contract, the execution of that contract becomes difficult or impossible for us due to a force majeure situation, we are entitled to choose whether to terminate or suspend the orders, provided they still require to be executed, in which case the counterparty will be notified of the circumstances as soon as possible

2. Force majeure shall mean any situation where we cannot fulfil our obligations or any part thereof due to circumstances beyond our control nor on the grounds of the law or as commonly understood and with an attributed guarantee given by us.

3. Force majeure in any case is considered to be, but not limited to, the following conditions:

- natural disasters;
- wars, national or international armed conflicts and preparations thereof;
- measures by domestic, foreign or international authorities, including but not limited to, decisions relating to import quotas;

- the stopping of the supply of necessary parts, components, materials and/or semi-finished products;
- blockage or obstruction of transport routes, including traffic congestion;
- strikes or labour disturbances;
- loss of utility services due to a supply failure of utility companies;

4. If we believe the force majeure situation to be of a temporary nature, we have the right to suspend the execution of the contract until the circumstance that caused the force majeure situation no longer exist.

5. If in our opinion the force majeure situation is of a permanent nature, then we have the right to terminate the contract without being held responsible for any compensation. We have the right to recover payments for work already carried out in the execution of the contract before the force majeure circumstances became known.

6. The party claiming force majeure must notify the other party immediately.

Article 11 Intellectual property

1. We continue to own the intellectual property rights, which include the copyright and/or model law relating to illustrations, drawings, audio-visual materials, software, designs, reports, recommendations, models, moulds, lithographs, accounts, calculations and any further descriptions including catalogues or brochures, made by or on behalf of us in the execution of the contract.

2. The counterparty is not permitted to use the rights mentioned in paragraph 1, without our written permission, in the broadest sense, including, but not limited to, the making of reproductions.

1. The counterparty shall indemnify us against any action by third parties based on the infringement of intellectual property rights, with respect to the work carried out by us in the execution of the contract with the counterparty.

Article 12 Liability

1. We are not liable for any damage arising from the execution of the contract.

2. Nevertheless, if we are found to be liable for any damages, liability is limited to the amount on the invoice corresponding to the work activities required for the related part of the contract, at least up to the invoice amount, at least up to the total contract amount, at least up to the amount of the payment to be made by our insurer.

3. We are never liable for indirect damage, including consequential damage, lost profits, lost savings and damage due to business interruption.

4. We are never liable for any deterioration of any goods as a result of improper storage, handling, use or maintenance by the counterparty or a third party.

5. We are never liable for damages arising out of improper use of the goods, use not in accordance with our instructions for use, or use other than for which the item is intended.

6. We are never liable for any damage arising from recommendations. Recommendations will always be given on the basis of the facts and circumstances known to us at the time, and by mutual agreement, in which we always take the intention of the counterparty as a guide and starting point.

7. The counterparty indemnifies us against any claims by third parties who suffer damage attributable to the counterparty in connection with the execution of the contract.

8. By the mere receipt of the goods supplied by or on behalf of the counterparty, we are protected against any claims of the counterparty and/or third parties for payment of damages, regardless of whether the damage was caused as a result of faulty composition and/or workmanship or by any other cause.

9. The counterparty must investigate in advance whether the purchased goods are suitable for the purpose it intends to use them for. If it turns out that the purchased goods are not suitable for the purpose, the counterparty cannot hold us liable for any subsequent damage.

10. The limitations of liability included in these terms and conditions will not apply if the damage is due to wilful misconduct or gross negligence by us or our subordinates.

Article 13 Indemnity

1. The counterparty indemnifies us against claims by third parties with respect to intellectual property rights on material provided by the counterparty or data used for the execution of the contract.

2. If the counterparty makes use of information carriers, electronic files or software, etc., they guarantee that the data carriers, electronic files or software are free of viruses and defects.

Article 14 Confidentiality

1. Both parties are obligated to maintain the confidentiality of any confidential information they have obtained from each other or from other sources in connection with the contract. Information shall be treated as confidential if the other party identifies it as such or if it is clear as such from the nature of the information.

2. If, pursuant to a statutory provision or a judicial decision, we are required by law or by the court to issue confidential information to appointed third parties, and we are unable to rely on a right of exclusion through the law, the competent court or an entity authorised or recognised by the competent court, then we are not liable for damages or compensation and the counterparty is not entitled to demand the dissolution of the contract agreement on the grounds of any resulting damage.

Article 15 Termination and cancellation of training and education

1. Both parties can terminate the contract at any time in writing. Notwithstanding sub-clause 2, a notice period of 27 working days is required in the event of termination by the counterparty unless otherwise agreed.

2. Counterparty has time to reconsider consisting of 7 working days after entering into the contract. Within this period the contract can, in the case of work activities not yet carried out, be terminated without cost.

3. If the agreement is terminated by the counterparty, after expiry of the abovementioned time to reconsider, we are entitled to compensation for the resulting and plausible demonstrated damages caused by loss resulting from lower capacity utilisation, unless facts and circumstances of the termination can be attributed to us. Furthermore, the counterparty shall then be obligated to pay invoices for work activities carried out so far. The preliminary results of the work done so far will also be made available to the counterparty.

4. If the contract is cancelled by the counterparty between 20 and 15 working days before the agreed commencement date, 25% of the participation costs will be charged or as the case may be, the participation costs with a 25% reduction will be returned to the counterparty.

5. If the contract is cancelled by the counterparty between 15 and 10 working days before the agreed commencement date, 50% of the participation costs will be charged or as the case may be, the participation costs with a 50% reduction will be returned to the counterparty.

6. If the contract is cancelled by the counterparty between 10 and 5 working days before the agreed commencement date, 75% of the participation costs will be charged or as the case may be, the participation costs with a 75% reduction will be returned to the counterparty.

7. If the contract is cancelled by the counterparty within 5 working days of the agreed commencement date, 100% of the participation costs will be charged or as the case may be, the counterparty will have no right to any refund of the participation costs.

8. If the contract is terminated prematurely by us, we will ensure, in consultation with the counterparty, that work that is still to be carried out is transferred to third parties, unless facts and circumstances of the termination are attributable to the counterparty.

9. If the transfer of the work brings additional costs with it for us, these costs will be charged to the counterparty.

10. If the minimum number of participants as set by us is not reached, we reserve the right to terminate the contract without having to pay the counterparty a fee. We will make the cancellation known to the counterparty in good time.

Article 16 Suspension and cancellation

1. We are entitled to suspend the fulfilment of our obligations or to dissolve the contract with immediate effect, if:

- the counterparty does not fulfil their obligations under the contract, or does not do so in full or on time;
- after entering into the contract, we have good reason to fear that the counterparty will not fulfil their obligations. In case there is good reason to fear that the counterparty will only partially or improperly fulfil the obligations under the contract, suspension shall only be permitted to the extent that the shortcoming justifies;
- the counterparty fails to provide, when requested, a sufficient or adequate guarantee for their obligations under the contract at the time of entering into the contract.

2. Furthermore, we are entitled to dissolve (or have dissolved) the contract if circumstances arise of such a nature that fulfilment of the contract becomes impossible or, according to standards of reasonableness and fairness, fulfilment of the contract cannot be expected or, if other circumstances arise of such a nature that the contract cannot be continued without a reasonable amendment.

3. If the agreement is cancelled, our claims against the counterparty will become immediately due and payable. If we suspend the fulfilment of the obligations, we will retain our statutory and contractual claims.

Article 17 Complaints and questions

1. Complaints will only be dealt with by us if we have received them in writing directly within 5 working days after delivery of the relevant goods or services and the complaint includes precise details of the nature and cause of the complaints.

2. Complaints concerning invoices must also be submitted in writing within 5 working days of the invoice date.

3. After expiry of this time period, the counterparty is considered to have approved the goods or the invoice delivered by us. In such a case, complaints will no longer be accepted or processed by us.

4. Proof that the goods delivered by us do not conform to the contract should be provided by the counterparty.

5. Should the counterparty make us aware of any complaints about the goods delivered by us, they must promptly allow us to inspect and investigate the goods complained about. The counterparty must provide us with an opportunity to carry out an investigation in the least burdensome manner possible by handing over the goods. All expenses reasonably incurred by us in carrying out the necessary investigation will be

borne by the counterparty if the complaints appear to be unfounded.

6. Slight deviations to the goods delivered by us, both in terms of size, colour, shape and packaging, cannot be considered by the counterparty to be a reason to cancel any payment in full or in part or to reject the goods delivered or to demand damages from us.

7. If we find the complaint to be valid, we are only obligated to deliver the agreed goods or services.

8. Only if and to the extent that the complaint is found to be justified does this suspend any obligation of the counterparty to make payment, until such time as the complaint is settled.

9. Return of goods delivered by us can only occur after our prior written consent and under conditions to be determined by us.

10. Complaints will be handled within 10 working days of receipt. If the investigation into a complaint will take longer, the counterparty will be informed within that period and provided with an explanation for the delay. At the same time, a new date will be provided.

11. We will answer questions of an administrative nature or relating to the content of the contract within 10 working days. If we assess that a longer investigation period is necessary because of the nature of the investigation this will be made known to the counterparty within the aforementioned time period. Also, a new date will be stipulated by which the answer can be expected.

12. Questions and complaints will be treated confidentially. The questions and complaints, and the manner in which they are handled, are recorded and held onto for the duration of the contract.

Article 18 Guarantee

1. In compliance with the following restrictions, we provide a 6-month guarantee for the goods delivered by us. This guarantee is limited to relevant manufacturing defects and does not include malfunctions that are caused by any form of wear and tear due to the use of the goods delivered by us.

2. On goods, software, parts or attachments provided by third parties, the guarantee provided by us will be no longer than the one granted to us by the supplier.

3. The guarantee is void if the goods delivered by us are used incompetently by the counterparty and/or third parties engaged by the counterparty.

4. The guarantee is also void if the counterparty and/or a third party engaged by the counterparty carries out work on or amends the goods delivered by us.

5. If we replace parts to satisfy our guarantee obligation, then the replaced parts become our property.

6. If the counterparty does not comply, only partly complies or does not comply in time with any obligations under the contract between the parties

then, as long as that situation continues, we are not obligated to uphold the guarantee.

Article 19 Retention of title

1. Goods delivered by us remain our property, until such time as deliveries and work activities delivered or yet to be delivered pursuant to the contract are paid for, including interest, by the counterparty. In case of entering into receivership, bankruptcy, suspension of payment, liquidation of the counterparty, or death if the counterparty is a natural person, we are entitled to terminate the contract, in full or in part, without notice or judicial intervention, and to recover the unpaid portion of the goods delivered by us. We have a right to claim compensation for loss or damage due to cancellation and return. In these cases, any claim from us against the counterparty shall be directly and fully due and payable.

2. Goods that are still under our ownership can only be resold by the counterparty as part of their normal business operations.

3. The counterparty is obligated to store all the goods delivered by us under retention of title with the necessary due care and the goods should be identified as our property and insured at replacement value against all usual risks. Any amounts paid by the insurer for the aforementioned damage will come to us.

4. In the event that the counterparty does not fulfil its obligations to us, or there is a reasonable fear that the counterparty will not do so, we shall have the right to take away any goods to which we retain the retention of title from the counterparty or any third parties that hold the goods on behalf of the counterparty. The counterparty should fully cooperate with us and failure to do so will result in the counterparty being fined 10% of the amount owed by the counterparty for every day or part thereof that the counterparty remains in default, without prejudice to the obligation to deliver.

5. The counterparty is obligated to us in the event that a third party asserts rights on the goods that are still owned by us and to immediately inform us as well to inform the third parties about our retention of title.

6. The counterparty undertakes within reasonable limits to cooperate with us in undertaking all measures we wish to take in order to protect our property rights relating to the goods.

7. For the delivered goods the ownership of which have passed to the counterparty through payment and that are still in the hands of the counterparty, we now reserve the property rights as referred to in Article 3: 237 of the Burgerlijk Wetboek (Dutch Civil Code) as security for claims, other than those in Article 3: 92 paragraph 2 of the Burgerlijk Wetboek (Dutch Civil Code), which we may have against the counterparty on any grounds whatsoever. Upon our first request the counterparty will cooperate to grant the right of pledge by means of registration.

Article 20 Return of goods made available

1. If we have made contracted goods available to the counterparty as part of the execution of the contract, the counterparty is obligated to return the goods delivered by us in their original condition and free of defects within 10 working days. If the counterparty does not fulfil this obligation, he will be held accountable for all resulting costs.

2. If the counterparty does not fulfil the obligations arising out of paragraph 1 for whichever reason after notice has been given, we have the right to recover the resulting damage and costs from the counterparty, including any costs for replacement.

Article 21 Payment

1. Unless otherwise agreed in writing, a cash payment should take place upon delivery without any compensation or discount, or by deposit or transfer to a bank account designated by us within 30 days of the invoice date. The settlement date that is shown in our bank statements will be decisive and will therefore be considered as the payment date. Objections to the amount of an invoice does not suspend the obligation to make payment.

2. Notwithstanding paragraph 1, we reserve the right in case of doubt about the creditworthiness of the counterparty to require that the corresponding costs for the implementation of and/or the entering into an initial contract with us shall be paid to us in advance by the counterparty or that a credit authorisation is provided to us.

3. All payments made by the counterparty first serve to settle any interest and collection costs incurred by us and then to settle the oldest outstanding invoices.

4. In the event that the counterparty:

- is declared bankrupt, enters into administration, requests a suspension of payment, or his property is seized in full or in part;
- dies or is placed under guardianship;
- fails in any obligations imposed on him by the law or these terms and conditions;
- fails to pay an invoice amount or a portion thereof within the prescribed period,
- discontinues or transfers its business or a substantial part thereof, including the transfer of its business to a prospective or existing company, or proceeds to change the purpose of its business.

we have the right, in the event of any one of the above-stated circumstances, to dissolve the contract and to demand immediate payment in its entirety of any amount owed by the counterparty on the basis of the services provided by us without any warning or notice of default and without prejudice to our right to claim compensation for costs, damages and interest.

5. No interest is payable on stipulated advance payments and management funds in accordance with the contract. Overviews of these files are provided on request. Writeoffs take place in settlement of the oldest outstanding invoices.

Article 22 Interest and costs

1. If payment is not made within the period specified in the preceding article, the counterparty is legally in default and owes statutory interest of 1% per month (or part thereof) on the outstanding amount from the date of the invoice.

2. All judicial and extrajudicial costs incurred shall be borne by the counterparty. The extrajudicial collection costs are at least 15% of the amount owed, including the aforementioned interest, by the counterparty. This with a minimum of €50.

Article 23 Applicable law

1. Dutch law exclusively applies to all our offers, contracts and the implementation thereof.

2. The uniform laws on international sales of movable tangible goods and the establishment of international sale of movable tangible goods are expressly excluded.

Article 24 Disputes

1. All disputes, including those considered as such by only one party, arising out of or related to the

contract to which these terms and conditions apply, whether this means the interpretation or implementation of the terms and conditions themselves, both of a factual and legal nature, will be decided by the competent court whose jurisdiction is at our place of residence, insofar as the court is authorised. Nevertheless, we have the right to submit the dispute to the competent court according to the law or to a Board of Arbitration.

2. We are nevertheless entitled to settle the dispute by arbitration, in which case we will inform the counterparty in writing. The counterparty shall then have the opportunity for one month to express their views about the settlement through the civil court.

3. If a dispute is settled by arbitration, three arbitrators will act in fairness to make a judgement. The appointment of the arbitrators shall take place in such a way that one shall be appointed by each of the parties and the third shall be appointed by the two arbitrators already appointed. The costs of arbitrators and their fees shall be borne by the parties as determined by the arbitrators. To the extent that it is not stated in the terms and conditions above, the provisions of Book IV of the Wetboek van Burgerlijke Rechtsvordering (Code of Civil Procedure) shall apply.

De Rolf groep bv / Rolf Education

Ochten, The Netherlands