

1. GENERAL

These General Terms and Conditions apply to all quotations issued by and assignments accepted by Masters In Lean B.V. ("MIL"), a private limited liability company established in Arnhem, the Netherlands, and registered with the Dutch Chamber of Commerce under registration number 61753505, in relation to training courses provided by MIL.

For the purposes of these Terms and Conditions, the **Client** means the natural person or legal entity to whom MIL has issued a quotation or offer, or with whom MIL has entered into an agreement.

The Participant is the natural person who actually attends the training courses provided by MIL.

2. AGREEMENT FOR SERVICES

The agreement qualifies as an agreement for services, under which MIL undertakes to perform the accepted assignment to the best of its knowledge and ability and in accordance with the standards of good professional practice. Given the nature of the services, MIL cannot guarantee the achievement of the intended result (passing the exam by the Participant).

3. PERFORMANCE OF THE AGREEMENT

The agreement shall be performed by MIL. MIL is entitled to engage third parties in providing the training courses. All trainers have at least ten years of experience in Lean Six Sigma practice. They have gained this experience in various sectors, including government (such as municipalities), utilities, banking and insurance, construction, and healthcare.

4. CANCELLATION (TERMINATION)

The Client may cancel the assignment in writing by means of termination. Termination shall be made in writing, whereby termination by email shall be considered as written notice.

If the Client makes use of the possibility to terminate the assignment, the following financial consequences shall apply:

- Up to four weeks before the start of the first training day: free of charge.
- In the event of cancellation within four weeks before the start of the first training day: 50% of the agreed training fee shall be payable.
- In the event of cancellation equal to or less than two weeks before the start of the first training day: 100% of the agreed training fee shall be payable.

If the Client or the Participant designated by the Client terminates participation during the training after the start of the course, or otherwise does not (or no longer) participate in the training, the Client shall not be entitled to a reduction of the agreed training fee.

The Client or the Participant designated by the Client may, in consultation with MIL, allow another person to participate in the course, provided that this person meets the applicable requirements. Replacement after the start of a training course is no longer possible.

Any refund to the Client in the event of a valid cancellation shall take place within a period of four weeks after cancellation.

5. CANCELLATION BY MIL

MIL shall be entitled to cancel the training course free of charge up to four weeks before the start date, without being liable to compensate the Client for any damages, in the event of insufficient participation or due to illness of one or more of the trainer(s). In such cases, the Client shall have no obligation to pay the agreed training fee.

MIL shall be entitled to deny the Participant designated by the Client access to the training courses if, for reasons deemed valid by MIL, the Participant does not meet the requirements or does not behave as a proper participant during the training courses, without MIL being obliged to refund the training fee already paid. The Client shall likewise not be entitled to compensation for any damages.

MIL shall at all times be entitled to change the date, time or location of a training course.

6. FORCE MAJEURE

MIL shall not be obliged to perform any obligation under the agreement if such performance cannot reasonably be required of MIL due to circumstances beyond MIL's control that are generally regarded as force majeure.

In any event, but not exclusively, the following shall be regarded as non-attributable failures on the part of MIL: interruptions caused by the failure of the Client's and/or MIL's internet, data and communication systems, power outages, strikes, war, and weather conditions.

If, due to force majeure, one or more training days cannot take place, MIL shall use its best efforts to reschedule these days to another date.

7. USE OF PERSONAL DATA

Personal data provided by the Client to MIL shall not be used by MIL or disclosed to third parties for purposes other than the performance of the assignment entrusted to MIL, unless MIL is required by law or public order, in the course of its business operations, to provide the relevant data to an authorised authority.

8. INTELLECTUAL PROPERTY

All intellectual property rights relating to models, techniques and tools, including software, that have been used in the performance of the assignment shall remain vested in MIL. Publication and further use may therefore only take place with the prior consent of MIL.

9. CONFIDENTIALITY

MIL is obliged to maintain confidentiality regarding all information and data of the Client towards third parties.

10. PAYMENT AND INTEREST

The training fee must be paid by the Client no later than four weeks before the start of the first training day. In the event of non-payment, late payment or incomplete payment, the Participant shall not be permitted to attend the training courses.

The period within which the invoice must be paid shall be regarded as a strict deadline, and after expiry of the payment term, the Client shall be in default by operation of law in the event of late or incomplete payment.

In the event of late payment, the Client shall owe statutory commercial interest as referred to in Article 6:119a of the Dutch Civil Code (BW) on the outstanding amount.

The costs incurred by MIL in order to obtain payment of unpaid invoice(s) out of court shall, pursuant to Article 6:96 of the Dutch Civil Code (BW), be borne by the Client. These extrajudicial collection costs shall be determined in accordance with the Act on the Standardisation of Extrajudicial Collection Costs, with a minimum amount of €250 excluding VAT.

MIL shall be entitled to send invoices to the Client electronically.

11. LIABILITY

The Client is obliged, under penalty of forfeiting its rights, to report any complaints to MIL in writing within one week after the relevant training day.

MIL shall not accept any liability towards the Client for any damages, except in cases where its liability insurance covers the damage and, where applicable, the insurer proceeds to make a payment.

Outside the cases referred to in paragraph 1, MIL's liability shall be limited to the amount charged for the performance that caused the damage.

MIL shall never be liable for indirect damages, including consequential damages, loss of profit and damages resulting from business interruption.

12. GOVERNING LAW, JURISDICTION AND CHOICE OF FORUM

This agreement shall be governed exclusively by Dutch law. Any disputes that may arise between the parties shall be settled by the District Court of Gelderland, unless this conflicts with mandatory statutory law.

In deviation from the jurisdiction of the civil courts, MIL shall have the right, at its discretion, to submit the dispute to the Netherlands Arbitration Institute. If the Client intends to initiate legal proceedings against MIL, the Client shall first allow MIL to make a choice of forum. If MIL wishes to submit the matter to the Netherlands Arbitration Institute, it shall notify the Client within two weeks after being informed by the Client, whereby the civil court shall no longer have jurisdiction.

If MIL has not chosen the Netherlands Arbitration Institute as the competent authority within two weeks after notification by the Client, the Dutch courts shall have jurisdiction.