

## **Terms and Conditions Orange Expert**

### **Article 1. Definitions**

1. In these general terms and conditions, the following definitions apply:

§ contractor: Orange Expert who uses these general terms and conditions for the provision of services;

§ client: the person, company or entity that issues the order for the work;

§ services: all products and services supplied by the contractor to the client, including coaching and other forms of guidance or advice, all in the broadest sense of the word, as well as all other work of whatever nature performed for the client. in the context of an assignment, including work that has not been performed at the explicit request of the client;

§ coachee: the person who participates in a counseling, advice or coaching process, the latter if he is not the client himself.

### **Article 2. Applicability of these terms and conditions**

1. These general terms and conditions apply to all offers and agreements under which the contractor offers or supplies services. Deviations from these terms and conditions are only valid if expressly agreed in writing;

2. Not only the contractor, but also all persons or companies involved in the execution of any assignment for the client, can invoke these general terms and conditions;

3. These general terms and conditions also apply to additional assignments and follow-up assignments from the client;

4. Any purchase or other general terms and conditions of the client do not apply, unless they have been expressly accepted in writing by the contractor.

### **Article 3. Offers**

1. The offers made by the contractor are without obligation; they are valid for 30 days unless otherwise specified. The contractor is only bound by the offers if the acceptance thereof is confirmed in writing by the other party within 30 days;

2. The prices in the offers mentioned are exclusive of VAT, unless indicated otherwise;

3. Offers are based on the information available to the contractor.

### **Article 4. Execution of the agreement**

1. Agreements concluded with the contractor lead to a best efforts obligation for the contractor, not a result obligation, whereby the contractor is obliged to fulfill its obligations in such a way as can be expected from the standards of care and craftsmanship according to the standards at the time of performance. The Contractor will comply with the NOBCO guidelines and rules of conduct to the best of its knowledge and ability;

2. If and insofar as required for the proper execution of the agreement, the contractor has the right to have certain activities performed by third parties. This will always take place in consultation with the client;

3. The client shall ensure that all data, which the contractor indicates are necessary or which the client should reasonably understand to be necessary for the execution of the agreement, are provided to the contractor in a timely manner. If the information required for the execution of the agreement has not been provided to the contractor

in time, the contractor has the right to suspend the execution of the agreement and/or to charge the client for the additional costs resulting from the delay in accordance with the usual rates;

4. The contractor is not liable for damage, of whatever nature, because the contractor relied on incorrect and/or incomplete information provided by the client, unless it should have been aware of this inaccuracy or incompleteness.

#### **Article 5. Contract duration and cancellation**

1. If the agreement concluded between the parties relates to the provision of the same performance more than once, it is deemed to have been entered before the in writing period agreed;

2 Both parties may terminate the agreement in writing at any time. If the duration of the assignment is one year or longer, the parties must observe a notice period of at least 3 months.

#### **Article 6. Amendment of the agreement**

1. If during the execution of the agreement it appears that it is necessary for a proper execution to change or supplement the work to be performed, the parties will adjust the agreement accordingly in a timely manner and in consultation;

2. If the parties agree that the agreement will be amended or supplemented, the time of completion of the execution may be affected as a result. The contractor will inform the client of this as soon as possible;

3. If changes or additions to the agreement have financial and/or qualitative consequences, the contractor will inform the client about this in advance;

4. If a fixed fee has been agreed, the contractor will indicate to what extent the amendment or supplement to the agreement will result in this fee being exceeded.

#### **Article 7. Confidentiality**

1. The parties are obliged to maintain confidentiality with regard to all confidential information that they have obtained from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this results from the nature of the information.

2. The contractor will not refer externally to the assignment without the permission of the client.

#### **Article 8. Intellectual property**

1. As far as copyright, brand, models, trade name or other intellectual property rights are based on the services provided by the contractor for the execution of the agreement, the contractor is and remains the holder or owner of these rights. The client may only use the material of these rights for the purpose for which they were provided to the client, not to multiply them and not to change or remove copyright, brand, model, trade name and other indications;

2. The Contractor reserves the right to use the knowledge acquired during the performance of the work for other purposes, insofar as no confidential information is disclosed to third parties.

## **Article 9. Payment**

### Companies

1. Unless otherwise agreed in writing, payment must be made within 21 days of the invoice date, in a manner to be indicated by the contractor in the currency in which the invoice is issued. Payment will be made without deduction, compensation or suspension for any reason whatsoever;
2. If the client has not paid the amounts due at the latest on the due date, he will automatically be in default, without further notice of default being required. In the event of payment default by the client, the contractor is entitled to discontinue or suspend all work to be performed for the client with immediate effect, without being liable to pay compensation to the client in any way.
2. In the event of payment default, the client also owes default interest on the outstanding claims equal to the statutory interest;
4. In the event of liquidation, bankruptcy or suspension of payment of the client, the contractor's claims and the client's obligations towards the contractor will be immediately due and payable;
5. Payments made by the client always serve in the first place to settle all interest and costs owed, in the second place for payable invoices that have been outstanding the longest, even if the client states that the payment relates to a later invoice;
6. If more than the usual effort is required from the contractor to implement the agreement, the contractor may demand payment (or equivalent security) before commencing its work.

### Individuals

1. Payment for single sessions takes place immediately after the session. Payment for full coaching programmes takes place prior to the start. You will receive an invoice for both.

## **Article 10. Collection costs**

If the client is in default with the full payment of the amounts charged by the contractor to the client, the client will owe the contractor extrajudicial costs, whereby the following applies:

- a. As far as the client did not act in the course of a profession or business, the contractor is entitled to an amount equal to the legally maximum permitted compensation for extrajudicial collection costs, as determined in and calculated in accordance with the Decree on compensation for extrajudicial collection costs, insofar as the outstanding amount - after the default - has not yet been paid by the contractor after a reminder within 14 days, calculated from the day following the day of the reminder.
- b. As far as the client acted in the exercise of a profession or business, the contractor is entitled to reimbursement of the extrajudicial (collection) costs, which costs in that case, in derogation from Article 6:96 paragraph 4 of the Dutch Civil Code and in deviation from the Decree on compensation for extrajudicial collection costs, already now for then, are set at an amount equal to 15% of the total outstanding principal sum, with a minimum of EUR 75.00 for each partially or completely unpaid invoice.

## **Article 11. Liability**

1. The contractor does not accept any liability whatsoever for damage caused by or in connection with the services it provides, unless the client demonstrates that the damage was caused by intent or gross negligence on the part of the contractor
2. The contractor's liability is limited to the invoice value of the assignment, at least that part of the assignment to which the liability relates;
3. Contrary to the provisions of paragraph 2 of this article, in the case of an order with a term longer than six months, the liability is further limited to the invoice amount owed over the last six months,
4. If damage is caused to persons or property by or in connection with the provision of services by the contractor or otherwise, for which the contractor is liable, that liability will be limited to the amount of the payment under the general liability insurance taken out by the contractor, including the deductible that the contractor bears in connection with that insurance.
5. Any liability of the contractor for trading loss or other indirect or consequential loss, of whatever nature, is expressly excluded.

## **Article 12. Cancellation/termination of the agreement**

1. The contractor has the right to cancel a course, training, coaching or coaching programme, or to refuse the participation of a client, or to refuse the coachee designated by the client without giving any reason, in which cases the client is entitled to a refund of the full amount paid by the contractor to the contractor;
2. The client for a course, training, supervision or coaching programme has the right to cancel participation in or the assignment for a course, training, supervision or coaching programme in writing;
3. Cancellation by the client of the assignment can take place free of charge up to 4 weeks before the start of the course, training, supervision or coaching programme. In the event of non-cancellation, the client is obliged to pay the total amount of the course, training, supervision or coaching trajectory.
4. In case of cancellation within 4 weeks up to and including 1 week before the start of the course, training, supervision or coaching programme, the contractor is entitled to charge 50% of the amount owed and in the event of cancellation within one week the full amount.
5. In the event that the client or the coachee designated by the client terminates participation in the interim after the start of the course, training, guidance or coaching programme or does not participate in it in any other way, the client is not entitled to any refund, unless the special circumstances of the case, in the opinion of the contractor, justify otherwise.
6. An individual counseling or coaching conversation can be canceled or rescheduled free of charge up to 24 hours before the start of the conversation. In the event of cancellation or relocation within 24 hours, the contractor is entitled to charge the full rate that has been agreed for the conversation, with a minimum of 75 euros. If the client or the designated coachee does not appear at the scheduled meeting, the same rates will be applied.
7. If one of the parties materially falls short in the fulfillment of its obligations and, after being explicitly pointed out by the other party, does not yet fulfill this obligation within a reasonable period of time, the other party is authorized to terminate the agreement without the terminating party owes the failing party any compensation. The performances delivered until the termination will be paid in the agreed manner.

**Article 13. Personal data**

1. By entering into an agreement with the contractor, the contractor is granted permission for automatic processing of the personal data obtained from the agreement. The contractor will only use this personal data for its own activities.

**Article 14. Dispute Resolution**

1. Dutch law applies to every agreement between the contractor and the client;
2. Disputes arising from agreements to which these terms and conditions apply and which do not fall within the competence of the subdistrict court, will be submitted to the competent court of the district in which the contractor is established.

These general terms and conditions have been filed with the Chamber of Commerce in Rotterdam on 21 June 2022 under KvK number 86541951