

Terms and Conditions of Fire and Medical Training Centre B.V.

Article 1 Definitions

In these conditions, the following terms are used in the following meanings, unless explicitly stated otherwise:

Client: the other party of the Contractor;

Contractor: Fire and Medical Training Centre B.V., a private limited liability company registered under case number 24439266 and located at Sloteweg 515, 1171 VG Badhoevedorp and/or any affiliate company which provides services to Client;

Agreement: every agreement concluded between Client and Contractor consisting of providing education, training, exercises and posting of people.

Parties: de Client and the Contractor.

Article 2 General

1. These Terms and Conditions apply to all offers and assignments of the Contractor providing any services by Contractor.
2. The relevance of the conditions set by Client (under any name) will be rejected explicitly by this article.
3. Client can only appeal to any stipulate aberrant from the conditions if the Contractor accepts these by letter.
4. If any of the single or multiple provisions of these terms and conditions and / or the Agreement is nullified or declared ineffective, the remaining provisions of the Agreement will remain valid. In such case, the Contractor and the Client will endeavor to replace void or non-binding provision by a valid provision which expresses the original intention of the parties as much as possible.

Article 3 Quotations

1. All quotations of the Contractor are non-committal and valid for a period of 30 days, counted from the date of the quotation. Contractor has the right to repeal any quotation. The Contractor shall be bound to a quotation made once (i) the quotation is signed by the Client, (ii) the signed quotation is received by the Contractor, and (iii) Contractor does not repeal the quotation within 5 days after receiving the signed quotation; or as soon as the Contractor started executing the quotation.
2. Prices named in quotation are without VAT or similar taxes and charges, as well as costs related to the execution of the agreement (e.g. shipping and service charges) not mentioned by the quotation.
3. Assignments and acceptances of offers by Client are irrevocable.
4. A quotation can only be accepted in total by the Client. Every partially acceptance of the quotation and/or changes made in the quotation by Client are non-committal towards the Contractor, unless the partially acceptance and/or changes made are confirmed in writing by Contractor.
5. Verbal promises, changes made and interpretations to the quotation are only applicable if both Client and Contractor confirm the quotation by letter.

Article 4 Implementation of the agreement

1. Contractor shall execute the Agreement to its utmost capacity and insight. Contractor reserves all right to execute the work according to own insight, whether or not by third parties or whether or not partially.
2. Client should ensure that all data, (i) of which Contractor indicates the necessity for execution of the Agreement or (ii) of which Client should reasonably understand the necessity for execution of the Agreement, is timely provided to the Contractor. If Client can not meet the obligations timely, the Contractor has the right to suspend the agreement and/or charge extra costs according to usual rates.
3. Client vouches for the accuracy and completeness of data provided by Client. If the Client does not meet aforementioned commitment, he will be held responsible for all damage as a result of negligence, unless such inaccuracy or incompleteness was notified clearly to Contractor.
4. If both Parties agree that the Agreement will be implemented in phases, the Contractor has the right to suspend the execution of the implementation of parts belonging to a following stage until the Customer approves the results of a previous phase in writing.
5. If work is performed, by Contractor or third parties engaged by Contractor, on site of the Client or at a location designated by Client, the Client bears the costs of the reasonable facilities desired by those employees.
6. The Client shall ensure that those who use the services of the Contractor have the required medical certificates and / or test certificates relating to the provision of services under the Agreement. If such certificates are absent, Contractor has the right to decline providing services to participants. The purchase of services by the Contractor without the necessary medical certificates or inspection certificates is at the risk of the Client at all times.
7. Client and the Contractor shall notify each other of circumstances that prevent or threaten to prevent the proper execution of the contract.
8. These Terms and Conditions have been filed with the Chamber of Commerce of Amsterdam and are available on request.

Article 5 Contract duration, execution time

1. The Agreement is for an indefinite period, unless otherwise agreed in writing by the Parties.
2. If the Contractor agrees with the Client to execute the work within a certain date or duration, the Client can be held responsible if the term is exceeded by causes accountable to the Client, in which case the Contractor can set a reasonable term of no less than 20 days in which the work has yet to be finished. In the absence of such implementation within the reasonable time, Client is entitled to end the Agreement for the unexecuted part by a written statement. Exceeding the prescribed or agreed duration by the Client of the execution of the work does not give the Client the right to ignore any of the arising obligations considering the Agreement, nor to any additional or alternative compensation.

Article 6 Prices

1. To Agreements for which a fixed price is not agreed, paragraphs 2 and 3 of this article are applied. To Agreements for which a fixed price is agreed, paragraphs 4 and 5 of this article are applied. Paragraphs 6 through 8 are applied to all Agreements.
2. In case of a non-fixed price, the Contractor will be invoiced according to the number of hours spent multiplied by the appropriate hourly rate of the Contractor as applicable for the duration in which the services are provided, unless a aberrant hourly rate is agreed by letter.
3. Contractor is authorized to change the hourly rate (even during the execution of an Agreement) for services provided after a change in hourly rate, however such a change is only applicable 10 days after the moment on which the Client is notified by letter.
4. In case of a fixed price, the Contractor is authorized to raise the prices for services provided during the execution of the Agreement if cost-determining elements tend to rise such as purchase prices, shipping costs, insurance, wages, taxes, social contributions and likewise costs or any price raising circumstances which could not be foreseen by the Contractor during the realization of the Agreement. In such case, the Contractor is allowed to charge extra costs to the Client.
5. Moreover, the Contractor may raise the price for services provided under the Agreement if the estimated and/or expected amount of work and associated price is determined on the basis of misleading, inaccurate or incomplete information.
6. Contractor may raise the price of the services provided under the Agreement if the costs are relevant to the execution of the Agreement as a result of governmental measures, social securities and / or legal regulations applicable to the Contractor.

7. Contractor shall notify the Client by letter with the intention to raise prices in compliance with previous assumptions subject to a period of at least 10 days. In case an increase of prices takes place within 3 months after signing the Agreement, Client can terminate the Agreement for the not yet executed part by letter within 10 days after receiving the above stated announcement.
8. In case an agreement is entered for a undetermined period of time, prices and rates are valid until the end of the calendar year. After this period, the Contractor has the right to revise the prices and rates. New prices and rates will be announced no later than two weeks before the end of the calendar year.
9. Delay in execution of work as a result of not timely or properly fulfilling obligations as set out above, shall be borne by the Client. Likewise, the Contractor has the right to suspend its activities if the Client has not fulfilled its obligations.
10. The Client vouches for an introduction of the trainer/consultant of the Contractor in line with organisational regulations and habits.
11. Contractor will send invoices to the Client on a monthly basis.

Article 7 Payment

1. Payment must be made within the contractually agreed currency and within 30 days after the invoice date, in a manner specified by the Contractor in the invoice without any deduction or set-off. Objections to the invoiced amount shall not suspend the payment obligation. Contractor has the right to fully or partially demand payment and / or pledge for payment for services provided under the Agreement at all times.
2. Exceeding the payment as mentioned above, the Client will receive a notice of default due to neglection. When the Client neglects any of the payments, all remaining requisitions will be claimable instantly and a notice of default due to neglection will be in effect immediately. From the first day of neglection, the Client owes a default interest of 1½ % per month or part of a month in which the neglection persists, prejudice to any further rights accruing to the Contractor.
3. in case of liquidation, bankruptcy, seizure or suspension of payment by the Client, claims by the Contractor will be claimable instantly.
4. All judicial or extrajudicial costs, made by the Contractor as a result of neglection are at the expense of the Client. Extrajudicial costs are determined in accordance with the decision of compensation for extrajudicial collection costs.

Article 8 Retention

1. In case the Agreement (partially) concerns a business, ownership is transferred to Client when Client fulfilled all obligations to Contractor regarding all indebted aspects of the agreements or aspects related to the agreement.
2. Client does not have the rights to pledge or encumber the retention in any way.
3. When third parties confiscate any retention related services, Client is obliged to inform the Contractor immediately.
4. It is mandatory for the Client to make sure that all retention related services are insured properly for damage regarding fire, explosions, water and theft. The insurance policy must be provided by the Client when demanded by Contractor.
5. Contractor may have acces to retention related provided services, within the framework of normal operations, with the knowledge that it may not be rented, weighted by limited rights and be used as a currency.
6. In the event that the Contractor wishes to exercise rights annotated in this Article, the Contractor authorizes the Customer, or a third party designated by Customer, unconditionally and irrevocably to enter all places where equipment of the Contractor is located and take back such items.
7. As long as retention is in effect on items provided by Contractor, the Client will label and warehouse these items in such a way that these are clearly recognizable as items belonging to Contractor.

Article 9 Research, advertisement

1. Complaints about services provided and/or delivered items must be reported in writing within 5 days after discovery, but no later than 10 days after the service was provided. The notice of default must contain an as detailed description as possible about the failing so that Contractor is able to respond adequately.
2. If a complaint is justified, Contractor will: (i) If it is a service, still provide the service correctly, unless providing the services is no longer useful for Client and Client is able to show (in writing) that such is the case, the Contractor will credit the services and/or (ii) If it concerns the provision of a case, repair the case, provide the case anew or credit the price.

Article 10 Cancellation, rescheduling and termination of courses

For training confirmed by Client orally and/or in writing, the following cancellation policy is in effect:

1. A confirmed booking or participation in a training can only be cancelled by sending a letter, fax or e-mail to the training administration of the Contractor.
2. Upon cancelling or rescheduling a confirmed training, the price (hereinafter referred to as "Price") applicable to the training will be charged as followed:
 - cancelling more than 1 day prior to the starting date of the course: no Price;
 - cancelling less than 1 day prior to the starting date of the course: 100% of the total Price;
3. If (one of the) parties want to terminate a assignment interim, a situation will be created that does justice to the interests of both parties. If Client wants to terminate the assignment and an agreement can not be reached, Client must pay the costs made regarding the tender and costs concerning allready provided services.
4. Any exam fees regarding the training will be charged fully to the Client. The Client is required to pay exam fees if a course is cancelled less than 10 days prior to the starting date of the course.
5. Any in advance paid amounts regarding cancelled courses will be refunded to Client, after deduction of cancellation costs.
6. Contractor has the right to cancel standard courses with open bookings to a maximum of 10 days prior to the starting date if the minimally required number of participants for the course is not met. If a course in which the Client is enrolled is cancelled by the Contractor, Contractor will provide alternative data on which the standard course is given.
7. If (one or more of the participants of the) Client is unable to attend a course or training fully or partially, there is a possibility to sign up a replacing participant. .
8. An Agreement regarding the provision of services other than a training, can be terminated by Parties by letter, respecting a term of notice of at least 2 months.
9. In case of an interim termination of the Agreement by Contractor, Contractor will in consultation with and at th expense of Client, take care of the transferral of still to be provided services to third parties, unless cancellation is accountable to facts and conditions from the Client. In such case the Contractor can not be held responsible to provide a transferral for the services.

Article 11 Suspension and termination

1. Contractor has the right to suspend the execution of the obligations from the Agreement or to directly terminate the Agreement in whole or in part, without any further notice of default or judicial intervention and without any obligation from the Contractor to provide compensation if:
 - Client does not meet his obligations from the Agreement and (if performance is still possible) Client can not meet the obligations within 20 days after a written request to meet the obligations;
 - Client is declared bankrupt or Client applied for bankruptcy, Client Opdrachtgever failliet wordt verklaard of het faillissement van Opdrachtgever wordt aangevraagd, Client moves on to liquidation or termination of the enterprise or if suspension of payment is applied for or granted.
2. Contractor has the right to deny Client or any participant designated by Client the access to a training or course or suspend execution of the assignment if:
 - Client does not fulfill the payment obligations;
 - Participant is not able to evince the required training/qualifications;
 - Participant is not physically or medically able to execute the course/training under severe conditions.
3. The power of the Contractor to terminate the Agreement without prejudice to any other rights of the Contractor. Upon the occurrence of any of the circumstances described in paragraph 1 of this Article, all claims from Contractor against the Client are due immediately.
4. Each party is entitled to terminate the agreement by registered letter with immediate effect, without prejudice to the right to compensate for costs, damages (including lost profits) and interest, if the other party fails to meet its obligations under the agreement and the other party, after written notice, within a reasonable term prescribed in the notice of default, still fails to fulfill those obligations.
5. In case of a situation as stated in 11.4, claims regarding the recently executed part of the agreement, as well as damage from suspension or termination are due immediately. Furthermore the Contractor can recover the delivered as possession of the Contractor.

Article 12 Refunding provided items

1. If Contractor has put items at the disposal of the Client for the execution of the Agreement, The Client is obliged to return items made available within 10 days after the end of the Agreement in original condition, free of defects and in its entirety.

2. If the Client can not meet the obligations stated in paragraph 1 of this Article, all costs as a result of this (including, but not restrained to: repair or replacement of the items) are borne by the Client.

Article 13 Liability

1. The liability of the Contractor (which includes liability based on a tort law) is restricted to damage suffered by the Client from direct deliberate or gross negligence by the Contractor.

2. If the Contractor is accountable for any damage inflicted, the liability is restricted to a maximum of: (i) the amount which is paid out by the insurance company of the Contractor, or (at the discretion of the Contractor) (ii) an amount equal to twice the invoiced amount, with a maximum of € 100.000 in case of property damage and € 500.000 in case of (severe) injuries. If both property damage and injury are arisen, only the amount with a maximum of € 500.000 is applicable.

3. In case of an Agreement which lasts longer than six months, the liability is restricted as mentioned in paragraph 2, whereby the under paragraph 2 (ii) mentioned amount is equal to the invoiced amount on the basis of proceedings resulted from the Agreement, without a multiplication of two, to which the maximum as mentioned in paragraph 2 of this Article are applicable.

4. Direct damage is exclusively mentioned as:

- reasonable costs necessary to answer to the inadequate performance of the Contractor under the Agreement;

- reasonable costs determined by the cause and size of the damage, in case the determination of the damage relates to direct damage as stated in this terms and conditions;

- reasonable costs made for preventing or restraining damage, as far as the Client can prove that these costs have lead to restriction of direct damage as stated in this terms and conditions.

5. Contractor can never be held responsible for indirect damage or consequential damage, even as all damage stated as non direct damage, which includes (but is not restricted to) lost profit, missed savings and damage from company stagnation, barring intended by Contractor.

6. Entering the areas of the Contractor is at own risk. Possible damage to vehicles or material possessed by the Client or subordinates of the Client are not accountable to the Contractor.

7. If the Client uses a training facility of the Contractor, any activity which does not take place under the supervision of Contractor, are accountable to the Client and the Client is therefore liable for any damage to himself and / or Contractor and the Client indemnifies Contractor for any claims related.

Article 14 Disclaimer/Warranty

1. Client disclaims the Contractor from claims of third parties as a result of the execution of the Agreement by the Contractor.

2. If the Client provides the Contractor with media, digital files and/or software etc. the Client guarantees that all media, digital files and/or software etc. are free of any virus or defaults.

Article 15 Force majeure

1. Parties have the right to invoke force majeure if the execution of the obligations under the Agreement, fully or partially, temporary or permanent, is unable or more difficult by reasonable circumstances, such as lightning, flood, exceptionally extreme weather conditions (frost, wind, fog and rain), fire, war, epidemic, illness of personnel of the Contractor, terrorist acts, acts of local or national authorities or other competent authorities, planned and unplanned strikes, or pickets or procrastination. In case of force majeure of one of the Parties, the obligations will be suspended.

2. If the force majeure is lasting more than three months, each Party is able to terminate the Agreement for the non-executable parts by a written declaration

Article 16 Insurances

1. Client shall insure all mandatory and necessary issues regarding the employees of the Client and to cover all interests related to any training by Contractor, such as, but not restricted to, an industrial accidents insurance.
2. Client shall conclude and maintain a professional liability insurance for the purpose of its training data. The Contractor's insurance will cover liability as referred to in Article 13.

Article 17 Secrecy

1. Parties are required to disclose any confidential information they have obtained from each other or from another source within the framework of the Agreement. Information is confidential if it is notified by the other party or if it arises from the nature of the information. When in doubt, information will be considered confidential.
2. If, pursuant to a statutory provision or a judicial decision, one of the Parties must provide confidential information to third parties by law or competent court and the concerning party can not invoke to a lawful right to refuse by a law or by competent court, this party is not allowed to declare compensation or indemnification and the other party is not entitled to terminate the Agreement.

Article 18 Intellectual property and copyrights

1. All intellectual property provide dor supplied to the Client (under any name) regardless if these belong to the Contractor, assisting people from the Contractor or suppliers of the Contractor, which can be used in the framework of the Agreement remain with the Contractor.
2. All work and material provided by the Contractor, such as lesson material in all forms , are exclusively destined to be used by the Client and may not be copied, published or notified to third parties without a written permission, nor internally or externally, in which form whatsoever.
3. Contractor has reserves the right to use gained knowledge as a result of executing the Agreement in any way, as far as no confidential information of the Client is brought to knowledge of third parties. In such knowledge held intellectual property belong to the Contractor.
4. The Client is not allowed to make photos, movies and/or videos of the courses/training or training facilities, without a written permission by the Contractor.

Article 19 Non taking over personnel

1. The Client shall not hire employees during the term of this Agreement in any way, and for one year after termination, directly or indirectly, (permanent or temporary) of the Contractor (or of undertakings on the part of the Contractor involved in the implementation of this Agreement). Violation of this prohibition will lead to forfeiture of an immediately payable penalty by the Client to twice the annual salary of the employee.

Article 20 Disputes

De bevoegde rechter van de rechtbank te Amsterdam is bij uitsluiting bevoegd kennis te nemen van geschillen die voortvloeiende uit of samenhangen met de Overeenkomst.

Article 21 Applicable law

Dutch law is applied to the Agreement, the general terms and conditions and any deriving obligations.

Article 22 Changing in terms and conditions

This terms and conditions may be changed by the Contractor from time to time De changed terms and conditions will apply to the Client 20 days after the Contractor notified the Client by writing, unless the Client objects to the changes by the Contractor in writing within 10 days. If a Client objects against these changes, the Contractor may end the Agreement without abidance of a term of notice. If the Agreement is not terminated within one month after receiving the objection, the previous terms and conditions of the Agreement will remain in effect.

Attachment 1: Special conditions for renting fire extinguishing and other materials from the Contractor.

1. The fire extinguishing and other materials can only be used for a normal execution of the profession or company of the Client, as stated by both the Contractor and the Client before the start of the renting term.
2. The Client is obliged to pay the rental price in accordance with the Agreement, treating the rented material properly, in compliance with the manual/instructions as provided by the Contractor and to return the rented material to the Contractor after termination or expiration of the rental term. The Client is deemed to understand and abide the associated conditions of use.

3. At the start of the rental term, the Client shall check the rented items for defaults. A report of this check ("on-hire survey") shall be signed by both Parties. If no defaults are notified by letter by the Client within 3 days after receiving the rented items, the rented material is deemed to be in good condition at the start of the rent.

4. The rental term starts at the day on which the rented materials, leave the warehouse of the Contractor and are at the disposal of the Client by a written announcement. The rental term ends – with abidance to the minimal agreed rental term – On the day which the rented material is returned to the Contractor's warehouse on the address as mentioned in the Agreement.

The rented material needs to be in good, clean and sompany skilfull condition when returned. Client shall check rented material for defaults upon returning. A report regarding the check ("off-hire survey") shall be signed by both parties.

5. Client shall keep the rented material in usable state and good condition and (at the expense of the Client) (let) perform periodic maintenance.

Client shall remain the rented in a ready to use and well maintained state and will carry out (at the expense of the Client) periodic maintenance. The Client is responsible for all damage, excluding nothing, which is applied during the rental period to the rented materials by any person whatsoever, even if this damage is not caused by the Client. Necessary repair costs, other than normal wearing of the material, are at the expense of the Client during the rental period. This is also applicable to damage which needs to repaired after the rental period, other than normal wearing. In case repairing takes place after the rental period, the rental costs will be extended untill the item is repaired fully. These extra costs will be at the expense of the Client. Repairing and recovering the rented material can only be done by third parties, after a written confirmation by the Contractor.

6. In case of damage to and/or partial loss of the materials, the Contractor shall provide substitute materials. Possible costs will be at the expense of the Client.

7. In case of general loss or perishing of the rented material, by any cause whatsoever (included damage which makes repair unavailable or uneconomically), the Agreement shall be terminated immediately in writing by Contractor. The right of the Contractor to end the Agreement immediately by letter is independent of other rights by contractor. If so, Client is, in such case, obliged to oay for a immediately claimable compensation, which is calculated as followed:

a) the total of the remaining renting terms, added with;

b) the residual value as stated in the administration of Contractor at the time the Agreement is signed at the end of the agreement.

8. Transport and expediting from and to the Contractor's warehouse are accountable to the Client. Client is obliged to insure the rented material during transport and for all usual damage for the total duration of the lease term. The Contractor must be noted on the insurance policy as insured. Client must provide a copy of the insurance policy.

9. The rented material will remain in ownership of the Contractor at all time and can only be made available to third parties by written permission in advance.