

## Trainings terms and conditions Alfen ICU B.V. 2022-II

### 1. GENERAL – SCOPE AND APPLICABILITY

- 1.1 These trainings terms and conditions (the '**Conditions**') apply to all legal relationships and agreements between Alfen ICU B.V., Hefbrugweg 28, 1332 AP Almere, the Netherlands, chamber of commerce number 64998363 ('**Alfen**' or '**contractor**') and contractor for the provision of a training and/or other forms of training and education ('**Training**').
- 1.2 For the purpose of these Conditions, '**client**' means: the party giving the order for a Training.
- 1.3 All orders shall, notwithstanding Sections 7:404 and 7:407(2) of the Dutch Civil Code, be accepted and carried out exclusively by Alfen.
- 1.4 Alfen reserves the right to amend these Conditions at any time. Amendments shall be notified to the contractor in writing or electronically by email and shall take effect one month after the date of such notification, unless otherwise stated in the notification. If the contractor does not object to the change in the Conditions within one month after the date of the announcement, stating the reasons thereto, the contractor is deemed to have accepted the change(s).

### 2. CONCLUSION OF AN AGREEMENT

- 2.1 An agreement will be concluded at the moment that the order for a Training confirmation signed by Alfen and the client is returned to Alfen. The order confirmation is based on the information provided by the client to Alfen at the time. The confirmation is deemed to reflect the Agreement accurately and fully.
- 2.2 The parties are free to prove that the agreement was concluded in a different manner.
- 2.3 The agreement will be concluded for a fixed term, except where it follows from the content, nature or tenor of the assignment given, that it has been concluded for an indefinite period.

### 3. REGISTRATION

- 3.1 You can register for the training through our websites <https://alfen.chainwisehosted.nl/extranet/modules/onlineinschrijvingenAlfen/index.asp>. If the maximum number of admissible applications for a training course has been exceeded, we will initially use the date of receipt of the application form as the selection criterion. In the second instance, we will use adherence to the payment deadline as a selection criterion. If we are unable to assign you to your preferred date, we will make you an alternative proposal.

### 4. CERTIFICATION

- 4.1 If and to the extent that the client or contractor has successfully fulfilled the Training, it shall receive a Training certificate which shall be valid for one (1) year after the date of issuance and shall be subject to the following conditions:
  - 4.1.1 Any repairs to an Alfen product within the warranty period, must be carried out in accordance with Alfen's instructions;
  - 4.1.2 Any repairs to an Alfen product within the warranty period, must be carried out by using original Alfen (spare) parts;
  - 4.1.3 The client or contractor must behave representatively towards the end customer and must not damage the good name of Alfen;

If and to the extent that the client or customer does not comply with any or all of these conditions, Alfen shall at its sole discretion have the right to revoke the Training certificate with immediate effect.

Upon expiry of the Training certificate validity, the client or contractor shall not be able to carry out any warranty repairs.

### 5. RESPITE PERIOD

- 5.1 If you have registered for a training course online, you have the right to dissolve the agreement without giving reasons for 14 days from the registration date.

### 6. PRICES

- 6.1 Prices are excluding VAT and other government levies, subject to price changes and any costs to be incurred within the scope of the assignment, including travel costs, unless otherwise indicated.
- 6.2 The contractor's fee is not dependent on the outcome of the mandate, unless the client and the contractor have made other arrangements in this respect.
- 6.3 Alfen applies an all-in price that includes the costs for the training course and a certificate of participation
- 6.4 You can resit your exam once free of charge. If you retake the exam a second time, we will charge you for the extra costs, settled with the last invoice after completion of the work

## 7. PAYMENT

- 7.1 Payment by the client must be made, without deduction, discount or set-off, within thirty (30) days of the invoice date or - if registration is within thirty (30) days of the start of the training - payment by return of post but at the latest before the start date of the training.
- 7.2 Payment must be made in euros by transfer to a bank account designated by Alfen.
- 7.3 If the client fails to pay within the period referred to under 6.1, the contractor will be entitled, after having reminded the client at least once that payment is due, without further notice of default and without prejudice to the contractor's other rights, to charge the client the statutory interest as from the due date until the date on which payment is made in full.
- 7.4 the statutory interest as from the due date until the date on which payment is made in full.
- 7.5 In the event of an order given jointly, the clients, insofar as the work is performed for the joint clients, are jointly and severally liable for payment of the invoice amount

## 8. CANCELLATION

- 8.1 If you wish to cancel your participation in a Training course, you may do so only in writing. Alfen will use the date of receipt of your letter as the date of cancellation. We will always relate the cancellation date to the start date of the training course for which you originally registered. The following deadlines apply to cancellations of planned training courses:
- 8.1.1 For cancellations up to four weeks before the start of the training, no fee will be charged.
- 8.1.2 For cancellations between four and two weeks before the start of the training, 50% of the training costs will be charged.
- 8.2 If you cancel less than two weeks before the start of the first day of training, 100% of the training costs will be charged. If you terminate or interrupt the training or do not participate, you will under no circumstances be entitled to a refund. In special cases (emergencies, at the discretion of Alfen), you may take part in a later course.
- 8.3 After the start of the training course, you are no longer entitled to a refund of any part of the training fee owed.
- 8.4 If and in so far as the client so requests, the documents made available will be returned to the client.

## 9. RESTITUTION

- 9.1 If you are entitled to a refund of all or part of the course fee, Alfen will ensure that the refund is processed within thirty (30) working days of its establishment.

## 10. UNABLE TO PARTICIPATE

- 10.1 If you are unable to take part in the course, you must inform Alfen in writing as soon as possible. In such a case, it is only possible for another participant to replace you, provided that this person fulfils the admission conditions set. After commencement of and during the duration of the study programme, it is not possible to make use of this arrangement.

## 11. DELAY

- 11.1 Alfen reserves the right to postpone the starting date of a course if there are insufficient registrations.

## 12. E LEARNING PROVISIONS ACCOUNT AND LOGIN DATA

- 12.1 E-learning Training is open exclusively to registered clients (hereinafter: "**Users(s)**"). In order to participate in an in-company E-learning Training, the User must be registered by the client, or if there is a Super User, by the Super User. However, where appropriate, the User may register for the E-learning Training using a login code obtained from the Customer or Super User. In the case of e-learning courses that are not provided in-company, registration takes place via the User's own online registration, for example via [www.Alfen.nl](http://www.Alfen.nl) or <https://alfen.chainwisehosted.nl/extranet/modules/onlineinschrijvingenAlfen/index.asp>.
- 12.2 If the User's registration is authorized by Alfen, the User will receive by email a password for access to the E-learning Training under his account, all without prejudice to the provisions of paragraph 6.
- 12.3 The User's account is strictly personal. The User must keep their login details for access to their account on the Platform strictly confidential and treat them with care. The User shall take all reasonable measures to prevent unauthorized persons from using the Platform with the User's login details. All actions carried out under the User's account shall be attributed to the registered User. The rights of the User in connection with the use of the Platform are not transferable to third parties.
- 12.4 If the User knows or suspects that a third party is misusing or improperly using their password and/or account on the Platform, the User must immediately notify Alfen by telephone or email. Until Alfen has been able to take appropriate measures as a result of such notification, the User is liable for all actions carried out under the User's account.
- 12.5 If Alfen discovers or reasonably suspects that unauthorized persons are using or can use the User's password and/or account, Alfen has the right to immediately block the User's account and to recover from

- the User any damage Alfen suffers as a result, without Alfen being liable for any damage on the part of the User.
- 12.6 Super User - Every Client has in principle the possibility to register a Super User with Alfen. The data of the Super User must be passed on to Alfen by e-mail. The Super User is authorized to register employees within his organization as Users for the E-learning Trainings and to approve these registrations. The Users registered through the Super User have immediate access to the E-learning Training.
- 12.7 Changes with respect to (the authority of) the Super User, such as retirement, must be communicated by the Customer to Alfen prior to such changes taking effect under simultaneous registration of a new Super User. Any damage caused by not or not timely reporting changes with regard to (the authority of) the Super User, will be at the expense of the Customer.
- 12.8 The Client is jointly and severally liable towards Alfen for the acts and omissions of the Super User who is registered by him, as well as for the acts and omissions of Users whom he has authorised to use the Platform through the intermediary of the Super User, as if the Client himself were the relevant User.
13. DURATION E-LEARNING PORTAL
- 13.1 The User will have access to the E-learning portal for 12 months after receiving his/her log in details, unless:
- 13.1.1 another specific duration has been explicitly agreed with the User or Customer, in which case that duration will apply;
- 13.1.2 the agreement between Alfen and the Customer on the basis of which the User uses the E-learning Training ends, in which case the User's right to use the E-learning Training will lapse
- 13.1.3 the User is no longer employed by the Customer with whom Alfen has entered into the agreement referred to under (b), in which case the User's right to use the E-Learning Training shall cease to apply
14. USER RIGHTS E-LEARNING TRAINING
- 14.1 If and in so far as Alfen so requests, the documents made available shall be returned to Alfen.
- 14.2 The User may only consult and use the information of the E-learning Training for its own use, unless agreed otherwise with Alfen in writing.
- 14.3 The User may only print out information from the E-learning Training in so far as:
- 14.3.1 this is done exclusively for the User's own practice, study or use, or for internal use within the organisation where the User works; and
- 14.3.2 this is done without commercial intent
- 14.4 Any other use of any information on the Platform, including reproduction (for any purpose other than that mentioned above), modification, distribution or (re)publication is not permitted without the prior written consent of Alfen.
- 14.5 The reproduction and/or publication, in whole or in part, of (the information on) the Alfen E-learning Training on another website and the creation of links, hyperlinks and/or deeplinks between the E-learning Training and an external website is not permitted without the prior written consent of Alfen.
- 14.6 Any behaviour that could be qualified as abuse is strictly prohibited. Abuse is understood to mean, non-exhaustively: deliberately entering incorrect and misleading information via the Platform, infringing the software and technical systems of Alfen and deliberately causing disruptions or malfunctions in relation to the Platform.
- 14.7 The User is prohibited from using the Platform for unlawful acts, acts contrary to generally accepted standards and values and committing criminal acts. This includes infringing any intellectual property rights of Alfen or third parties, distributing secret or confidential information, the indecent, unlawful or criminal distribution of texts, including racist statements, criminal data traffic and unlawful infringements of the systems on which the services of Alfen depend, including the distribution of viruses, worms, etc. The User is furthermore prohibited from distributing threatening and intimidating statements directly or indirectly via the Platform.
- 14.8 The User is prohibited from attempting to decompile or imitate software used in connection with the Platform, manipulate it in any other way or develop software that infringes the software used by Alfen.
- 14.9 If Alfen observes or should reasonably suspect that the User is acting in violation of this article, Alfen shall be entitled to immediately block the User's account, to terminate the User's access to the E-learning Training with immediate effect and to recover from the User any damage suffered by Alfen as a result, without being liable for any damage suffered by the User.
15. PRIVACY AND DATA PROTECTION ACT
- 15.1 The (personal) data that the User provides to Alfen, such as (work) address details, telephone numbers and e-mail addresses, are processed in Alfen's computerised course administration system. These data are used for customer administration, providing access to (online) course material and (electronic) information about E-learning modules, E-learning training as such and related Alfen products and

services. We process these data internally and use them for responsible customer management and sound business operations. This includes registering participants, sending course material, providing tutor support and sending information about our courses or related information. Alfen does not sell personal data to third parties.

15.2 If the User no longer wishes to receive information about Alfen's products and services, the User may opt out of receiving such information in the manner indicated in the relevant notification.

16. PROVISION OF INFORMATION OR EMPLOYEES BY THE CLIENT

16.1 The client shall be obliged to make available in good time, in the desired form and in the desired manner, all information and documents which the contractor considers necessary for the proper performance of the mandate.

16.2 The client warrants the accuracy, completeness and reliability of the data and documents made available to the contractor, even if such data and documents originate from third parties, insofar as the nature of the mandate does not dictate otherwise.

16.3 Any additional costs and additional fees arising from a delay in the performance of the assignment as a result of the required data and documents not being made available or not being made available in good time or properly, or employees being made available too late or too infrequently shall be for the client's account.

17. CONFIDENTIALITY

17.1 Unless it has a statutory duty to disclose, the contractor shall be obliged to observe secrecy in respect of third parties.

17.2 The contractor is not entitled to use the information made available to it by the client for any purpose other than that for which it was obtained. However, an exception shall be made in the event that the contractor acts on its own behalf in disciplinary, civil or criminal proceedings in which these documents may be relevant.

17.3 The client will only use the offer made by the contractor and the knowledge and ideas contained therein to evaluate its interest in granting the order.

17.4 The Client shall not, without the contractor's prior written consent, disclose to third parties the contractor's approach or its working methods and suchlike, or make the contractor's quotation, report or other written statements available to third parties. The client will also ensure that third parties cannot take cognisance of the content referred to in the previous sentence.

17.5 If and in so far as the client so requests, the documents made available will be returned to the client.

17.6 The contractor and client shall impose their obligations under this article on any third parties that they engage.

17.7 All information provided by Alfen and/or the client and/or participants is confidential to the institute, its staff and instructors. This includes, for example, confidentiality agreements on business-sensitive information on business situations, work processes, client groups and strategies.

17.8 The intellectual property rights to the Alfen course material remain with Alfen at all times. Use of the teaching material other than for personal study is not permitted, nor is its sale or transfer to third parties.

18. LIABILITY

18.1 The contractor will perform its work to the best of its ability, exercising the care that may be expected of it. If an error is made because the client has provided him with incorrect or incomplete information, the contractor shall not be liable for any resulting loss. If the client demonstrates that he has suffered damage due to an error on the part of the contractor which would have been avoided if he had acted with due care, the contractor will only be liable for such damage up to the amount of the fee received by the contractor for his work on the assignment. In the case of assignments with a duration of more than six months, the liability referred to here will be further restricted to a maximum of the fee for the last six months.

18.2 The contractor shall exercise due care in engaging third parties. However, the contractor will not be liable for mistakes or shortcomings on the part of these third parties.

18.3 The Client shall indemnify the contractor against all claims from third parties arising from or connected to the Work performed for the Client, unless such claims are the result of intent or gross negligence on the part of the contractor.

19. APPLICABLE LAW AND CHOICE OF FORUM

19.1 All agreements between the Client and the contractor to which these general training conditions apply shall be governed by Dutch law.

19.2 All disputes relating to agreements between the Client and the contractor to which these Training Terms and Conditions apply and which do not fall within the competence of the subdistrict court, shall be settled



by the competent court in the district in which the contractor has its registered office. The foregoing does not affect the fact that the parties may agree on a different method of settling disputes.