

Article 1. Definitions

- 1.1** Applicant: the person who registers him/herself or another person for a Training with the Training Provider.
- 1.2** Training fee: Training fee (cost of the Training stipulated in the Agreement) and/or examination fee.
- 1.3** Participant: the person who participates in a Training.
- 1.4** Examination: an examination organized by the Training Provider, if applicable following a Training.
- 1.5** Training Provider: Vinçotte Academy NV/ SA, being the entity providing the Training and, where applicable, organizing the Examination.
- 1.6** Agreement: a written agreement between Training Provider and Applicant whereby Training Provider undertakes to provide one or more Training(s) to the Applicant against payment of the Training fee by the Applicant.
- 1.7** Training: a coherent set of didactic activities organized by the Provider and contained in training materials. Training Provider offers the following Training modalities: online, at the location of the Training Provider (in-company Training) and at any other agreed location (open Training).
- 1.8** Employee: Employee or agent of Provider executing the Agreement.
- 1.9** GTC: underlying general terms and conditions of sale including subsequent amendments.
- 1.10** Auxiliary: any natural person or legal entity entrusted by Vinçotte Academy NV/ SA with the full or partial performance of a contractual obligation entered into by Vinçotte Academy NV/ SA, and this throughout the entire contractual chain, such as subcontractors, mandataries, employees, directors, etc.

Article 2. Scope of the GTC

- 2.1** The GTC apply to the Agreement which Training Provider concludes with the Applicant. The Applicant shall communicate the GTC to the Participant and undertakes that the Participant will fully comply with the GTC, even if not explicitly provided for in the GTC.
- 2.2** Clauses deviating from the GTC shall only be binding if expressly agreed upon in writing between the parties.
- 2.3** The application of general or specific terms and conditions of Applicant is explicitly rejected by Training Provider, unless agreed otherwise in writing in advance. If Training Provider were to explicitly accept any (purchase) conditions of Applicant, the GTC supplement the (purchase) conditions of Applicant or the specific agreement, even if they would explicitly state that the GTC would not apply. An acceptance of a purchase order from Applicant in no way implies an acceptance of any terms and conditions of Applicant.
- 2.4** Training Provider reserves the right to amend the GTC at any time subject to communication of the amendments 14 days prior to their coming into force. If the Applicant does not agree to the amendment, it is entitled to terminate the Agreement according to the applicable termination conditions.
- 2.5** However, specific administrative conditions or modalities determined by Training Provider take precedence over the GTC.

Article 3. Application to participate in or order a Training

- 3.1** All offers, order forms, quotations and contract proposals by Training Provider are without obligation and as such do not bind it. Unless otherwise stipulated in the offer, the price offer is valid for one (1) month from the date of the offer. An Agreement will only be established between Training Provider and Applicant at the time of a registration confirmation from Training Provider, the signing of a written agreement or by the delivery and invoicing of the Training.
- 3.2** Application for participation in a Training or ordering a Training can be made via the website or in writing. The consideration by Training Provider of an application is at all times without obligation and subject to reservation. Training Provider can at all times reject an application or order with reasons.
- 3.3** Every order will be confirmed with a registration confirmation. This confirmation will state the name of the Training, the number of Participants in the event of an in-company Training, the Training fee and the place and time of the Training.
- 3.4** The registration confirmation results in an Agreement between Applicant and Training Provider to which the GTC apply.
- 3.5** Based on the registration confirmation, the Training fee becomes payable to Training Provider.
- 3.6** If registration for a Training takes place within a certain period (10 days for an open Training and 15 days for an in-company Training) before the start of the Training, it shall be binding.

Article 4. Content and execution of a Training

- 4.1** The content of the Training corresponds to the outline shown in the confirmation of registration. Training Provider is at all times entitled to make changes to the content of the Training, on the understanding that the outline shown in the confirmation of registration will not thereby be abandoned.
- 4.2** Training Provider will make the teaching materials required for the Training available to Participant, except to the extent indicated otherwise in the confirmation of registration.
- 4.3** In order to be able for Training Provider to execute the Training in the best conditions, Applicant or Participant must, depending on the nature of the Training to be provided:
- make the documents, software and/or systems necessary for the proper execution of the Training available to the Training Provider and Employees;
 - provide access formalities and permits, accompany the Employees, hand over to the latter the guidelines to be followed in the installation under study and make available the various safety devices or equipment specific to that installation;
 - communicate to the Employees, via a safety officer, the specific information and instructions relating to the installation on which Training is given that are of a nature to guarantee the safety, hygiene and health of the Employees and Participants; this information may also be communicated directly to the prevention adviser of Training Provider
 - ensure, where appropriate, that one of the Applicant's delegates is present, inter alia, to operate the equipment/installations on which Training is given.
- 4.4** Training will be conducted in one of the following languages: Dutch, French, or for some trainings, English or German or another language on request if available. Additional fees may be charged if justified.
- 4.5** A delay in the execution of the Training, for whatever reason, can in no case give rise to any form of compensation, unless a proven attributable fault on the part of

Training Provider and proven damage caused by it.

Article 5. Cancelling and suspending a Training

- 5.1** Training Provider is at all times entitled to change the Training date or cancel the Training if justified. Training Provider will inform Applicant as soon as possible. To the extent possible, Training Provider will offer a new (date of the) Training. If this is not possible or Applicant and/or Participant prefers this, the amounts already paid will be refunded to Applicant by the Training Provider.
- 5.2** Cancellation of the Agreement (by e.g. withdrawal of the application) by Participant in case of individual enrolment is only possible if done in writing. Unless otherwise stipulated in the Agreement, no Training fee will be due in the event of cancellation by Applicant or Participant if the cancellation is made: (i) for an in-company Training: up to and including 15 working days before the start of the Training; (ii) for an open Training: up to and including 10 working days before the start of the Training.
- In case of cancellation by Applicant or Participant, 100% of the Training fee is due if the cancellation is made: (i) for an in-company Training: within 14 working days before the start of the Training; (ii) for an open Training: within 9 working days before the start of the Training.
- Any amounts already paid with deduction of the Training fee due in connection with cancellation will be deducted by Training Provider from a new Training to the extent possible. If this is not possible or Applicant and/or Participant prefers, this amount will be refunded to Applicant by Training Provider.
- 5.3** If a Participant is prevented from participating in the Training for any reason, he/she is entitled to send a substitute, provided this person meets the conditions for admission if applicable.
- 5.4** In case of misbehavior by Participant or if Participant is in violation of the applicable order and safety measures, Training Provider is entitled to deny the Participant access to the Training and the building, and to remove Participant from the Training and the building without any refund of the Training fee or any other compensation.

Article 6. Prices and price revision

- 6.1** Each Training will be invoiced at the prices and conditions stated in the Agreement. The price includes, unless expressly stated otherwise: the Training, the Training syllabus, coffee or soft drinks during the break and lunch (except for half days).
- 6.2** Prices are drawn up on the basis of a normal training day for open Training between 9am and 5pm (8.30am for VCA Training) and for other Trainings between 6am and 8pm, in each case from Monday to Friday, excluding public holidays.
- 6.3** Give rise to a surcharge on the prices communicated, the services carried out as part of an in-company Training:
- on Saturday between 6 am and 8 pm, or on a normal working day between 8 pm and 6 am: 50% surcharge;
 - over eight hours a day: 50 % surcharge;
 - on Saturdays after 8 pm, Sundays and public holidays: 100 % allowance.
 - for services over 8 hours on Sundays and public holidays: 150% surcharge (on all services over 8 hours)
 - for night services (i.e. after 20:00 and before 6:00) on Sundays and public holidays: 150% surcharge
- 6.4** Delays or waiting times, additional costs and services, such as additional training required in addition to the agreed Training, may be charged by Training Provider. The price of those delays, waiting times and additional services will be determined by Training Provider according to the principles included in this article.
- 6.5** Prices are always quoted exclusive of any Belgian or foreign taxes (including but not limited to VAT). Unless explicitly agreed otherwise, the aforementioned prices do not include the travel and accommodation costs of the Employees.
- 6.6** The prices in a price offer or special agreement remain valid for the duration of the specific Training as stipulated in the Agreement. Notwithstanding the foregoing, Training Provider expressly reserves the right to impose any additional charges or taxes that would encumber the services, instituted or imposed between the day of entering into the Agreement and the day of delivery of the services, to be borne by the Applicant.
- 6.7** All prices may be amended by Training Provider at any time (and at least annually) if Training Provider's costs would change pursuant to objective and measurable parameters such as, inter alia, new taxes and/or levies, a change in legislation, a change in energy prices, a change in wage and/or fuel costs and/or a change in exchange rates or on the basis of industry indexation. Price revisions will be notified in writing to Applicant at least 14 calendar days before they take effect. After the expiry of this period, Training Provider has the right to apply the revised prices. The new indexed prices will automatically apply from 1 January unless otherwise expressly provided.

Article 7. Invoicing

- 7.1** An invoice will be drawn up for each Training. The costs and expenses relating to the Agreement, as well as additional services and costs will be charged separately. In the absence of a different arrangement in any offer or special agreement, the Training shall be charged on the basis of the rates in force at the time the Training was carried out.
- 7.2** Every (administrative) change (compared to the data available in the Agreement) to an invoice at the request of Applicant or Participant will incur an administrative charge of at least €150.

Article 8. Payment terms

- 8.1** Together with the confirmation of registration, Training Provider will send to Applicant the invoice of the Training to be followed, unless otherwise agreed in writing.
- 8.2** The invoice is payable within 15 days from the invoice date, unless otherwise agreed in writing.
- 8.3** Unless otherwise agreed in writing, the invoice is payable before the Training by bank transfer or payment terminal. Any protest of an invoice, for whatever reason, must be notified to Training Provider in writing within fifteen (15) days of receipt of the invoice. All payments must be made in Euro. Any exchange rate risk and (related) bank charges shall be borne by Applicant.
- 8.4** In the event of full or partial non-payment of an invoice on the due date, Applicant will automatically and without prior notice owe default interest of 1% per month, for

each month already started, and liquidated damages in the amount of 15% of the unpaid invoice amount with a minimum of €50, unless otherwise provided for by law, without prejudice to the right of Training Provider to claim higher damages provided proof of higher actual damages suffered. In case of non-payment on the due date, Training Provider is also entitled to suspend the other Trainings ordered by Applicant until full payment of the invoice and all other outstanding claims on Applicant become due by operation of law and without prior notice of default. Settling-off by Applicant is expressly excluded. Payments will first be applied to the costs due, then to the interest and then to the principal amount of the oldest outstanding invoice.

Article 9. Intellectual property and confidentiality

9.1 Without prejudice to any special written agreement to the contrary, all intellectual property rights and copyrights, both those existing and those developed in the context of the Training, in relation to the Training provided by Training Provider will remain the property of Training Provider or the existing rights holders and will in no case be transferred to Applicant or Participant, nor will any reproduction rights, rights of use or licenses be granted to them in respect thereof.

9.2 Training Provider, Participant and Applicant undertake to treat all information such as, inter alia, financial, operational and technical information obtained during the Training strictly confidential and not to disclose it to third parties, except

- with the express permission of the other parties;
- if required for the defense of a party's interests in or out of court;
- if required or allowed by legal or regulatory provisions;
- at the request of any judicial or (supervisory) authority.

In the latter 2 cases, the other party may be notified.

9.3 Does not constitute a breach of article 9.2 : at the request of an Auxiliary, transmission of the contractual clauses on means of defense in the event of a dispute relating to the performance of the contractual obligation in which that Auxiliary is directly involved.

Article 10. Processing of personal data

Training Provider processes the personal data of Applicant and Participant in accordance with Belgian and European legislation on the protection of personal data. More information about Training Provider's policy on the processing and protection of personal data is available at www.vincotte.be -> privacy-policy.

Article 11. Non-competition

11.1 During the term of the Agreement and for one (1) year after its termination Applicant shall not, except with the prior written consent of Training Provider, in any way, employ the Employee or otherwise have the Employee work or perform services, directly or indirectly, for Applicant. Any breach of this article by Applicant will by operation of law give rise to the payment of damages to Training Provider equal to once the gross annual salary of the Employee dismissed or taken over.

11.2 Applicant and Participant are not permitted, on the basis of the Training provided by the Training Provider, the curricula developed and/or the teaching materials to be used, to develop or give a similar Training themselves or in collaboration with third parties, without the explicit prior written consent of the Training Provider.

Article 12. Liability

12.1 Unless otherwise agreed, all of Training Provider's obligations are obligations of means and the Training will be carried out in accordance with the rules of the art.

12.2 Training Provider is in no way liable for costs and/or damages arising from the lawful cancellation of a Training and/or the lawful non-performance of a Training part or Training day.

12.3 Without prejudice to deviating mandatory statutory provisions, the maximum liability of Training Provider per Training is limited to a maximum of twice the invoice value of the Training (in any case to a maximum of € 1.25 million for direct damage). Training Provider is only liable for direct damages. Training Provider is never liable for indirect damage and costs, including but not limited to consequential damage, loss of profit, missed savings, commercial damage, loss of production or damage to third parties.

12.4 The use by Applicant and/or Participant of the (online) Training material, the application of instructions given and advice given by Applicant and/ or Participant is entirely at his/her own expense and risk.

12.5 Under no circumstances can the Training Provider be held liable for damage that would have been caused by its Employees:

- if they had not been accompanied by Applicant or one of the delegates or employees of Applicant;
- who are led to operate or manipulate devices themselves which should have been operated or manipulated by Applicant or one of the delegates or employees of Applicant;
- if they were not informed of certain special characteristics of the devices or installations to be controlled, or if they were given unclear, incorrect, incomplete or ambiguous information.

12.6 The limitations of Training Provider's liability contained in the GTC do not apply in case of physical damage or if the damage was caused by Training Provider's willful intent or fraud.

12.7 This article must be understood within the framework of Book 6 NCC. The parties waive any extra-contractual liability claim by one towards the other party as well as towards the Auxiliaries for damages caused by the non-performance of any contractual obligation among the parties. The present article is without prejudice to legal provisions of public policy or mandatory law. The Auxiliaries, as third-party beneficiaries, may invoke the clauses of this article. The Applicant and Participant undertake to impose the same waiver described in this article on his contracting party/parties ((end)client) and indemnify the Training Provider and/or its Auxiliaries against any possible damage suffered by the Training Provider in the event of an extra-contractual claim by his contracting party/parties ((end)client) against the Training Provider and/or its Auxiliaries.

Article 13. Examination

13.1 All Examinations provided or organized by or on behalf of Training Provider are subject to examination regulations which will be provided by Training Provider to the Participants and/or can be requested.

13.2 If a Participant is prevented from participating in the Examination for whatever reason, Applicant has the right to send a substitute, provided that this person meets the conditions for admission if applicable. Such prevention must be notified at least 2 working days in advance.

Article 14. Complaints procedure

Any complaint in relation to the Training must be made in writing to Training Provider within eight (8) days after the damage was discovered or reasonably should have been discovered by Applicant and in any case within a maximum period of one (1) year after the last day of the Training, under penalty of forfeiture for Applicant to claim any remedy. The procedure for complaints and objections is available upon written request from Applicant. If it appears that Training Provider, after being notified in writing, has in any way committed errors in the conduct of the Training for which it is liable under the GTC, Training Provider, within a reasonable time after being notified, shall remedy the damage in accordance with the limitations of liability in the GTC.

Article 15. Duration and termination

15.1 The Agreement between Training Provider and Applicant is concluded for the duration specified in the Agreement.

15.2 If at any time Training Provider has doubts about the creditworthiness or solvency of Applicant, Training Provider expressly reserves the right to request advance payment or (other) security for services yet to be performed, even if the services have already been delivered in full or in part. If Applicant refuses to comply with Training Provider's request, Training Provider reserves the right to terminate the Agreement immediately and without judicial intervention and without any compensation.

15.3 If, despite a written notice of default with a period of at least 15 working days, a party does not (correctly) or not in time comply with its contractual obligations, as well as in the event of bankruptcy, cessation of payment, liquidation, or if it is placed under management, guardianship or trusteeship, that party shall be considered to be in default. In this case, the other party shall have the right, without notice of default or judicial intervention, to immediately suspend the performance of the Agreement, or to request the partial or total dissolution of the Agreement, at the option of that other party, without this resulting in any obligation to pay compensation, and without prejudice to the right of the party to compensation for all costs and damage incurred. All claims of Vincotte against the Applicant shall be immediately due and payable. The right of dissolution shall not apply if the default does not justify dissolution.

Article 16. Miscellaneous

16.1 Should any (part of a) provision of the GTC be void or unenforceable, this shall not affect the validity and enforceability of the other provisions of the GTC. In such case, the contracting parties shall negotiate to replace such void or unenforceable provision with a valid and enforceable provision that is as close as possible to the purpose and purport of the original provision.

16.2 Any provision of the GTC which by its nature is intended to survive termination of the Agreement shall survive termination of the Agreement, including, inter alia, the provisions relating to confidentiality, non-solicitation clause and intellectual property rights. termination of the Agreement shall not affect the rights of any party acquired prior to such termination or dissolution.

Article 17. Applicable law and competent court

17.1 All Agreements to which the GTC apply, as well as all other contracts resulting therefrom, shall be governed exclusively by Belgian law.

17.2 In any dispute concerning the validity, interpretation or performance of Agreements to which the GTC apply, as well as any other contracts arising from them, an amicable settlement shall be sought. If a party considers that an amicable settlement cannot be reached, the parties agree that all disputes concerning Agreements to which GTC apply, as well as any other contracts arising therefrom, shall fall under the exclusive jurisdiction of the courts of Brussels.
