

**Not authorized translation of GENERAL TERMS AND CONDITIONS OILTRAINING B.V.
(only the Dutch version is legally valid).**

Article 1. Definitions

The following definitions shall apply:

- a. OILTRAINING B.V.:
OILTRAINING B.V., established Hendrik-Ido-Ambacht (NL). (also trading as Oiltraining.nl)
- b. CLIENT: each company, institution or private individual negotiating the provision of an AGREEMENT or has reached an AGREEMENT with OILTRAINING B.V.
- c. AGREEMENT:
- the AGREEMENT of a CLIENT to OILTRAINING B.V. to conduct a COURSE, whether for the benefit of the staff of the relevant company or institution
- the AGREEMENT to OILTRAINING B.V. to produce and supply (teaching/lecturing) materials in whatever form;
- the AGREEMENT to perform services, such as counselling, deployment, and examination, all in the broadest sense of the word.
- d. COURSE(S):
a COURSE conducted by OILTRAINING B.V., or (re-)training COURSE(S), study or theme day, workshop, or any other form of training. In principle a COURSE is (co-) labelled with the name "in company", "e-learning" or "open".
- e. PARTICIPANT:
the private or a CLIENT specified person who will participate in a COURSE provided by OILTRAINING B.V.
- f. REGISTRATION:
the REGISTRATION of a PARTICIPANT for a COURSE in which an AGREEMENT is concluded in order to receive education.
- g. EDUCATION MATERIAL:
COURSE, lesson or instructional material, documentation, lecture notes, syllabi, e-learning material, or any other material in any form whatsoever, that will be used for the implementation of a COURSE AGREEMENT.

Article 2. Application

2.1 The Terms and Conditions are valid for any offer/quotation or AGREEMENT provided by OILTRAINING B.V.

2.2 Through the REGISTRATION or an AGREEMENT PARTICIPANT and CLIENT accept the applicability of these conditions. Application of General conditions of the CLIENT is herewith waived in full.

2.3 If the CLIENT provides REGISTRATION of PARTICIPANT, CLIENT shall make known and impose to PARTICIPANT these OILTRAINING B.V. general terms and condition. CLIENT indemnifies OILTRAINING B.V. for all claims of PARTICIPANT, if OILTRAINING B.V., towards PARTICIPANT, would act upon the provisions of these general terms and conditions, if CLIENT is in breach of his aforementioned obligation.

Article 3. Agreement

3.1 REGISTRATION is binding to OILTRAINING B.V. after a confirmation from OILTRAINING B.V. either verbally or in writing.

3.2 Any change in the AGREEMENT by CLIENT will bind OILTRAINING B.V. insofar OILTRAINING B.V. confirms these changes in writing or insofar OILTRAINING B.V. has effectively started with the execution of the adjusted AGREEMENT.

3.3 Any statement and/or reference on the goods and services, such as the duration of the COURSE, the extent and technical execution of the EDUCATION MATERIAL or any other works, are conducted to the best of knowledge of OILTRAINING B.V. but may reasonably deviate.

3.4 Any error or fault of minor character in the EDUCATION MATERIAL or any works produced by OILTRAINING B.V. including typographical errors not having any consequences on the editorial content or illustrations, graphs, etc. of the material, are not regarded reasons to condemn or reject the project, or to refuse delivery or changes to the agreed price.

Article 4. Pricing

4.1 All prices are exclusive of V.A.T., unless explicitly indicated otherwise. OILTRAINING B.V. reserves the right to charge any change in V.A.T. to CLIENT and PARTICIPANT.

4.2 Depending on the level of the PARTICIPANT, the intermediate changes in the EDUCATION MATERIAL and/or adjustments in the specific conditions that could not be reasonably foreseen on forehand, may shorten or lengthen an AGREEMENT or COURSE as compared to the initial indication provided by OILTRAINING B.V.

4.3 Changes or adjustments in an AGREEMENT may result to a change in the agreed price and/or initial planning and delivery time. These changes or adjustments are no ground for cancellation.

Article 5. Delivery, delivery time

5.1 All indicated delivery deadlines have been given by the best of knowledge at the start of an AGREEMENT given the information provided at that time. These deadlines will be observed, but cannot be regarded as 'final' deadlines, unless specifically agreed upon in writing.

5.2 OILTRAINING B.V. is not bonded to deadlines that cannot be accomplished due to unforeseen circumstances which have happened after the acceptance of an AGREEMENT. In case of threat of exceeding a deadline OILTRAINING B.V. and the CLIENT will discuss this threat soonest possible.

Article 6. Payment

6.1 Unless explicitly agreed, CLIENT or PARTICIPANT shall pay the invoice within fourteen (14) days of the date of invoice.

6.2 In the event of overdue payment, CLIENT or PARTICIPANT are put on notice automatically without any further detailed notification.

6.3 CLIENT or PARTICIPANT, beside any other obligation, shall pay a surcharge equal to the applicable legal interest rate on any part of the outstanding invoice amount, from the payment due date until the payment has been done in full.

6.4 All costs incurred by OILTRAINING B.V. due to the collection of the payment, will be charged to CLIENT or PARTICIPANT. The costs incurred are a minimum of 10 %, with a minimum of € 100, of the invoicing amount.

6.5 OILTRAINING B.V. has the right to ask for any insurance or prepayment, before as well as after the confirmation of the AGREEMENT. The previously mentioned is applicable to suspension of the execution of the OILTRAINING B.V. AGREEMENT until the insurance or (part of the) prepayment has been received by OILTRAINING B.V.

Article 7. PARTICIPANT, lessons, EDUCATION MATERIAL

7.1 Acceptance of a PARTICIPANT, under the terms of acceptance by OILTRAINING B.V., is no guarantee of passing or ending a COURSE successfully. If a COURSE is organized together with the CLIENT, the selection of the PARTICIPANT is in principle in the hands of the CLIENT. However, the terms of acceptance of OILTRAINING B.V. will have to be adhered to.

7.2 OILTRAINING B.V. has the right to exclude a PARTICIPANT based on their (non-)behaviour or any other disturbance which affects the normal process of the COURSE. Exclusion will not affect the full payment of the COURSE or its invoice.

7.3 Strict adherence, unless force majeure, will apply to the indicated lecturing dates and –times. OILTRAINING B.V. is not bonded to repeat the lessons for a PARTICIPANT who is unable to participate during the indicated dates or times. Payment of non-participated lessons shall be mandatory in full.

7.4 In principle any duplicates, in whatever form, of the EDUCATION MATERIAL will not be made available. OILTRAINING B.V. however can make an exception in exceptional circumstances. In such cases the material will be made available at a charge.

7.5 CLIENT obligates himself to inform OILTRAINING B.V. employees which will have to perform on CLIENT site in accordance with the AGREEMENT, about any possible danger that maybe part of the activities of CLIENT organization. Also, OILTRAINING B.V. employees will have to be informed about any measurements which have been taken by CLIENT to minimize or reduce mentioned dangers to avoid accidents.

Article 8. Intellectual property

8.1 Copyright law and/or any other intellectual property of EDUCATION MATERIAL produced by OILTRAINING B.V. or any other work produced as a result from an AGREEMENT or COURSE, rests with OILTRAINING B.V. unless parties have explicitly agreed otherwise in writing.

8.2 CLIENT and PARTICIPANT are allowed to make use of any OILTRAINING B.V. produced and/or provided EDUCATION MATERIAL or any other work only for their own use. Without explicit written agreement from OILTRAINING B.V. is it prohibited to:

- Multiply or make public any educational material in whole or in part by means of print, photocopy, microfilm, video disc, magnetic disc or tape, storage in a third-party accessible reference or consulting system, or by means of any other method electronically, mechanically or otherwise.
- To provide, sell or otherwise make available to third parties in part or in whole any educational material or any other work.

Article 9. Liability, company information

9.1 The liability of OILTRAINING B.V. is in all cases limited and maximized to the invoicing value of the part of the AGREEMENT from which the liability arises. Included in the liability is the legal liability for all OILTRAINING B.V. employees and third-party persons acting on behalf of OILTRAINING B.V., the capital damage and immaterial damage, including consequential damage, which origin is accountable to OILTRAINING B.V.

9.2 OILTRAINING B.V. accept no liability on damages occurred to (personal) property of PARTICIPANT or CLIENT.

9.3 To the best of her knowledge OILTRAINING B.V. has or will compile EDUCATION MATERIAL or any other work connected to an AGREEMENT or COURSE. However, OILTRAINING B.V. cannot be held liable for any correctness or completeness of same. OILTRAINING B.V. therefore accepts no liability whatsoever, as a consequence from acting and/or decisions based on mentioned materials and works.

9.4 If CLIENT provides drawings, models or any other material in the broadest sense of the word for the development and/or compliment of educational material or any other work, CLIENT accepts full responsibility and liability with arises from the production the EDUCATION MATERIAL or any other work with respect to violation of third party intellectual property. CLIENT will protect OILTRAINING B.V. against any claim rising from third parties.

9.5 It is the obligation of OILTRAINING B.V. to store any given company information carefully. This information will not be given or shown to any third party without prior notice to CLIENT. Any given information from CLIENT and/or PARTICIPANT can be used freely by OILTRAINING B.V. during the execution of the AGREEMENT, unless otherwise agreed upon in writing.

9.6 PARTICIPANT is expected to follow safety instructions and norms. Refusal of same PARTICIPANT accepts all liability in full.

Article 10. Cancellation

10.1 In case of insufficient REGISTRATION numbers for a COURSE OILTRAINING B.V. remains the right to cancel a COURSE and consequently not to accept a REGISTRATION without being held for payment of damages or costs.

10.2 CLIENT or PARTICIPANT can only cancel in writing. With cancellation the following arrangements apply:

In-company:

Unless a COURSE has been agreed together with the compilation of the course or the EDUCATION MATERIAL, in which case chapter 3 AGREEMENT is applicable, cancellations can be received up until six weeks before the start of a course free of charge. Between three and six weeks before the start 50 % of the course fee is due for payment. Full payment is due if cancellation is received less than three weeks before the start of the course.

Open:

CLIENT or PARTICIPANT can cancel free of charge six weeks before the start of a COURSE. Between three and six weeks 50 % of the course fee is due for payment. Full payment is due if cancellation is received less than three weeks before the start of the course.

10.3 CLIENT has the right to terminate an AGREEMENT intermediately, which is not only applicable to the execution of the COURSE, by means of a registered letter. CLIENT is however obliged to pay 100% in full the invoice value of the part of the AGREEMENT which at the time of termination has been completed or executed. This invoice amount will be increased by 75 % of the invoice amount which is due for payment for completion of the AGREEMENT in the six weeks after the termination date.

Article 11. Force Majeure

If, at the reasonable judgment of OILTRAINING B.V., a force majeure situation would emerge, OILTRAINING B.V. will have the right to terminate or postpone the whole, or part of the execution of the AGREEMENT, without being liable for any compensation.

Any prepayment already made by CLIENT OILTRAINING B.V. will refund at ratio, after deducting a charge of 20 % of the total invoice sum as compensation for costs which have been incurred by OILTRAINING B.V. If the prepayment is less than 20 % of the total invoice sum, no refund will be granted.

In case of a force majeure on the execution of a COURSE meeting OILTRAINING B.V. will try, to the best of her possibilities, set on another date, time for this meeting, or postpone the COURSE in full to a later date.

Article 12. Termination

OILTRAINING B.V. can immediately terminate, without being obliged to any payment of damage or cost, by means of a registered letter and without judicial or legal intervention, an AGREEMENT with a CLIENT under the following conditions:

- a. CLIENT has filed moratorium of payments or its bankruptcy or has been declared bankrupt or offers an AGREEMENT outside its bankruptcy, or receives any seizure on property;
- b. CLIENT terminates all its activities, or seizes to strive for its statutory goals, decide to liquidate or loses its personality in any other way;
- c. CLIENT or PARTICIPANT does not (partly) fulfil the obligations in time as set in the AGREEMENT and that this/these obligations have been fulfilled within thirty (30) days after OILTRAINING B.V. has notified CLIENT or PARTICIPANT by registered letter.

The aforementioned leaves OILTRAINING B.V., without prejudice, the authority to, for example and not limited to, claiming remaining fees and/or any damage costs.

Article 13. Governing law and legal authority

AGREEMENTs made with OILTRAINING B.V. are applicable to Dutch law. All disputes will be forwarded to the authorized judge in Utrecht (NL) insofar CLIENT or PARTICIPANT have not indicated, within one (1) month after OILTRAINING B.V. has invoked on this article, to forward the dispute to a legal and authorized judge.

OILTRAINING B.V.
Baars 44
3344 HG Hendrik-Ido-Ambacht

Tel. +31(0)646 724120
info@oiltraining.nl
www.oiltraining.nl