

article 1 General

1. These general terms and conditions apply to all quotations, offers and agreements between 4c Unity, hereinafter referred to as the "User" and a Client or his legal successor which the User has declared these terms and conditions applicable to, insofar as these terms and conditions are not explicitly deviated from by the parties in writing.
2. These general terms and conditions also apply to agreements with the User, for the execution of which the User must engage third parties.
3. These general terms and conditions have further been formulated for the staff of the User and its board of directors.
4. The applicability of purchase or other conditions of the Client is explicitly excluded. The Client cannot infer from any (legal) act performed by the User that the User implicitly or explicitly accepts the purchasing or other general terms and conditions of the Client. The provisions of this article can be deviated from by written agreement only, in the course of which the User has to explicitly declare that he accepts the terms and conditions of the Client.
5. If at any one time, one or more provisions of these general terms and conditions are fully or partially null and void or fully or partially nullified, the other provisions of these general terms and conditions remain fully applicable. In that case, the User and the Client will consult each other in order to reach an agreement on new provisions to replace the void or nullified provisions, taking into consideration the objective and purport of the original provision to the greatest possible extent.
6. In the event of uncertainty regarding the interpretation of one or more provisions of these general terms and conditions, the interpretation must be 'in the spirit' of these provisions.
7. In the event of a situation arising between the parties not provided for by these general terms and conditions, the situation must be assessed in the spirit of these general terms and conditions.
8. The fact that the User does not require strict compliance with these terms and conditions at all times, does not automatically mean that the provisions detailed therein no longer apply, or that the User would lose the right to require strict compliance with these terms and conditions in other cases.
9. basis of the latest scientific and technical knowledge at that time.
4. The User is entitled to have certain work carried out by third parties. The applicability of Section 7:404, Section 7:407 subsection 2 and Section 7:409, subsection 2 of the Dutch Civil Code [Burgerlijk Wetboek] is explicitly excluded.
5. In the event that work is carried out by the User or by third parties engaged by the User at the premises of the Client, or at the premises designated by the Client, the Client will make any facilities available that are reasonably required by those members of staff, free of charge.
6. Delivery will be ex-works from the premises of the User. The Client is obliged to accept the goods and/or services from the moment they are made available to him. If the Client refuses to take possession or is negligent in providing information or instructions required for the delivery, the User is entitled to store the goods at the expense and risk of the Client. The risk of loss, damage or depreciation is transferred to the Client from the time the goods and/or services have been made available to him.
7. The User is entitled to execute the agreement in different phases and, consequently, invoice any completed parts separately.
8. If the agreement is executed in different phases, the User will be entitled to suspend the execution of those parts which are part of the following phase, until the Client has approved the results of the preceding phase in writing and/or has paid the relevant invoice sent to him in full.
9. The Client ensures that all data with regard to which the User indicates that it is required or with regard to which the Client can reasonably understand that it is required for the execution of the agreement, is made available to the User in time. If the data required for the execution of the agreement is not made available to the User in time, the User is entitled to suspend the execution of the agreement and/or to charge the Client any additional costs arising from the delay in accordance with the prices applicable at that time. The execution term does not commence until the Client has made the data available to the User. The User is not liable for damage, regardless of the nature thereof, due to the User acting upon incorrect and/or incomplete data made available by the Client.
10. The Client is responsible for the correctness and the quality of the data and/or documents provided to the User by him within the framework of the agreement. Furthermore, the Client guarantees that all (intellectual) property rights to the aforementioned information, goods or data accrue to him in full. The provisions of Article 11 of these terms and conditions apply in full.
11. If during the execution of the agreement, it appears that a supplement or change is needed to ensure an adequate execution thereof, the parties will enter into mutual and timely consultations in order to adjust the agreement. Changing the nature, scope or contents of the agreement, whether or not at the request or indication of the Client, the competent authorities, etcetera, causing the agreement to change in terms of quality and/or quantity, may affect the initial agreement. Consequently, the initially agreed sum may be increased or reduced. If and insofar as possible, the User will quote any prices in advance. Changing the agreement can furthermore change the term of execution stated initially. The Client accepts the possibility of changes to the agreement, including those with regard to price and term of the execution.

article 2 Offers and quotations

1. All offers, quotations, and tenders from the User are without obligation. The offers are valid for 30 days after the day on which they are signed unless stated otherwise.
2. The User is not obliged to abide by his offer or quotation if it is reasonably understandable for the Client that the offer or quotation, or parts thereof, contains an apparent error or mistake.
3. The prices detailed in an offer or quotation do not include VAT and other government levies, nor do they include any costs to be incurred within the framework of the agreement, including any kilometer allowance, travel and subsistence expenses, shipping, courier, copying, printing and administration costs unless stated otherwise.
4. If the acceptance (whether or not on a matter detail) differs from the proposal detailed in the offer or quotation, the User will not be bound by that. The agreement will, in that case, be concluded not in accordance with this varying acceptance unless the User indicates otherwise.
5. A compound quotation and/or offer does not oblige the User to execute part of the instruction at a proportional part of the quoted price. Quotations or offers do not automatically apply to future orders.
6. An agreement or an instruction is formed only by the full, irrevocable, unconditional and written acceptance of the offer and/or quotation prepared by the User. The aforementioned acceptance can also be given by e-mail.

article 3 Contract term, execution terms, transfer of risks, implementation and changes with regard to the agreement, price increases

1. The agreement between the User and the Client is entered into for an indefinite period of time unless the parties explicitly agree otherwise in writing.
2. If a term is agreed or stipulated with regard to the execution of certain work or the delivery of certain goods, this term will never be a strict deadline. The terms quoted in the offer or quotation are for information purposes only. The User will make a reasonable effort to respect these terms but if this proves impossible, the Client can never derive any right from that unless the parties have explicitly agreed otherwise in writing.
3. The User will execute the agreement to the best of his knowledge and ability and in accordance with high standards. All this on the
4. The User, without being in default, is entitled to reject requests for changing the agreement if this request potentially affects e.g. the work to be carried out or the goods to be supplied within that framework in terms of quality and/or quantity.
5. If the Client fails to properly fulfill his obligations towards the User, the Client will be liable for all direct and indirect damage and losses incurred by the User.
6. If the User and the Client have agreed on a fixed price, the User is nevertheless entitled to increase this price at all times, without the Client being entitled to dissolve the agreement for that reason if the increase arises from an authority or obligation pursuant to legislation, is caused by a rise in prices for raw materials, salaries, etcetera, or is due to any other reason which could not reasonably be foreseen at the time the agreement was concluded.

16. If the price increase is more than 10% due to a reason other than a change in the agreement and is effected within three months of the agreement being concluded, only the Client who invokes title 5, Section 3 of Book 6 of the Dutch Civil Code will be entitled to dissolve the agreement by means of a written statement unless the User is still prepared to execute the agreement on the basis of the original agreements.

article 4 Fixed Price

1. When concluding the agreement, the parties may agree on a fixed fee.
2. If no fixed price is agreed on, the fixed price will be determined on the basis of the actual number of hours spent. The fixed price is calculated in accordance with the User's usual hourly rates (as at 01 January 2009: €75.00, exclusive of VAT per hour) unless agreed otherwise in writing. The price and any cost estimates are exclusive of VAT. The provisions of Article 2, paragraph 3 of these terms and conditions apply in full.
3. Any work or services performed by the User in addition to or as a change of the original instruction (hereinafter referred to as 'contract extras' or work and/or services that are not included in the original instruction) will be performed on the basis of subsequent costing and at the hourly rate referred to in paragraph 2 of this article unless agreed otherwise in writing.
4. The User is entitled to charge costs for waiting times on top of the agreed time if the User is unable to perform the work at the agreed time and the cause thereof must be attributed to the Client.

article 5 Suspension, dissolution and premature termination of the agreement

1. The User is entitled to suspend the fulfillment of the obligations or to dissolve the agreement if the Client fails to fulfill his obligations by virtue of the agreement or if he fails to do so in full or in time, if information obtained by the User after concluding the agreement gives valid reason to believe that the Client will not fulfill his obligations, if the Client upon concluding the agreement, has been asked to furnish security in relation to his fulfillment of the obligations by virtue of the agreement and fails to produce this, or if due to the delay on the part of the Client, the User cannot reasonably be expected to execute the agreement on the basis of the initially agreed conditions.
2. The User will furthermore be entitled to dissolve the agreement in the event of circumstances which prevent the execution of the agreement, or any other circumstances as a result of which unaltered maintenance of the agreement cannot reasonably be expected from the User. There shall in any case be question of these kinds of circumstances in case of a serious breach respectively a violation of the Code of Conduct as a result of which the User can no longer guarantee that a safe online learning environment is guaranteed to all. The latter at the sole discretion of the User.
3. Any claims of the User against the Client become immediately due and payable upon dissolution of the agreement. If the User suspends the fulfillment of the obligations, it will not affect his statutory rights or any entitlements stipulated by the agreement.
4. If the User decides to suspend or dissolve the agreement, he is not in any way obliged to pay compensation or costs ensuing from this.
5. If the dissolution can be attributed to the Client, the User will be entitled to compensation, including the agreed price and any direct or indirect costs incurred as a result thereof.
6. If the Client fails to fulfill his obligations arising from the agreement and this non-performance justifies dissolution, the User will be entitled to dissolve the agreement with immediate effect, without any obligation on his behalf to pay any compensation or indemnification, whereas the Client, by reason of breach of contract, is obliged to pay compensation or indemnification.
7. If the agreement is terminated by the User prematurely, the User, in consultation with the Client, will arrange for any outstanding work to be transferred to third parties unless the termination can be attributed to the Client. If the User incurs additional costs as a result of any work being transferred, the Client will be charged for these costs accordingly. The Client is obliged to settle these costs within the applicable term unless indicated otherwise by the User.
8. In the event of liquidation, (filing for) a moratorium or bankruptcy, attachment against the Client, debt rescheduling or any other circumstance as a result of which the Client can no longer freely use his assets, the User is free to terminate the agreement with immediate effect or to cancel the order or the agreement, without any obligation on his behalf to pay any compensation. In that case, any claims the User has against the Client will become immediately due and payable.
9. In the event that the Client cancels all or part of a confirmed order (prematurely or otherwise) or if he dissolves the instruction in accordance with the provisions of one of the above paragraphs of this article for whatever reason, he will be charged in full for any work already carried out plus any goods ordered or completed and/or services (partially) provided in that respect, increased by the applicable transport, discharge or delivery costs thereof, as well as any working hours reserved

for the execution of the agreement. License fees in connection with the e-learning modules made available by the User are immediately payable in full, regardless of whether the Client cancels, terminates or dissolves all or part of the instruction. The Client will pay these costs to the User immediately, in accordance with the agreed payment term.

10. If the Client infringes the User's rights as referred to in Article 12 of these General Terms and Conditions, he is entitled to dissolve the agreement extra-judicially with retrospective effect. The Client is obliged to indemnify the User against all damage in the broadest sense of the word (this, in any case, includes but is not limited to the license fees of the e-learning modules made available) the latter irrespective of the fact whether actual use has meanwhile been made of the available e-learning modules.

article 6 Force majeure

1. The User is not obliged to fulfill any obligations towards the Client, if the User is impeded to do so as a result of a circumstance which cannot be attributed to the User, nor if the User is accountable for it by law, juristic act or generally accepted standards.
2. In these general terms and conditions, force majeure, in addition to the explanations in existing (case) law, is taken to mean all external causes, whether or not anticipated, beyond the control of the User, as a result of which the User is unable to fulfill his obligations. This includes strikes at the company of the User or third parties. The User is furthermore entitled to claim force majeure if the circumstance that prevents the (continued) performance of the agreement arises after the User was to have fulfilled his obligation.
3. During the time that the force majeure period continues, the User will be entitled to suspend any obligations under the agreement. If this period exceeds a term of two months, either party is entitled to dissolve the agreement without further obligation to compensate the other party for any damage or losses.
4. Insofar as the User, at the time the force majeure commences, has meanwhile partially fulfilled his obligations by virtue of the agreement, or will be able to do so and the fulfilled part and/or the part to be fulfilled represents independent value, the User is entitled to separately invoice the part that has already been fulfilled and/or is yet to be fulfilled. The Client will be obliged to pay this invoice on the basis of an assumed separate agreement.

article 7 Payment and collection charges

1. Payment must always be made within 14 days of the invoice date, in a manner to be stipulated by the User and in the currency given on the invoice unless stipulated otherwise by the User. The User is entitled to invoice on a periodic basis.
2. If the Client fails to pay an invoice in time, he will be in default by operation of law, without any further notice of default from the User being required. In that case, the Client owes interest at 1% a month unless the statutory interest rate is higher, in which case the statutory interest rate applies. The interest on the amount payable is calculated from the moment the Client is in default, until the moment that the amount owed has been paid in full.
3. The User is entitled to first allocate any payments made by the Client to costs, subsequently to any interest due and finally to the principal sum and accrued interest. The User, without being in default, can refuse an offer for payment if the Client sets a different sequence for the allocation of the payment. The User can refuse the full settlement of the principal sum, if this does not include any interest due, accrued interest and collection costs due.
4. The Client will never be entitled to set off any amounts payable to the User. Objections to the amount of the invoice do not suspend the obligation to pay. Nor will the Client failing to invoke section 6.5.3 (Sections 231 to 247 of Book 6 of the Dutch Civil Code) be entitled to suspend payment of an invoice for any other reason.
5. In the event that the Client is in default or fails to (timely) fulfill his obligations, all extrajudicial costs incurred to collect payment will be at the expense of the Client. The extrajudicial costs will be calculated on the basis of what is customary in the Dutch collection sector and they amount to at least 15% of the amount due. However, if the User has incurred costs that were reasonably necessary to collect payment, the actual costs incurred qualify for compensation. Any judicial and enforcement costs will also be recovered from the Client. The Client is furthermore obliged to pay interest on any collection costs incurred.

article 8 Retention of title

1. The goods and/or service supplied by the User within the framework of the agreement remain the property of the User until the Client has properly and fully fulfilled all his obligations under the agreement or agreements entered into with the User.
2. Goods supplied by the User which according to paragraph 1, are subject to retention of title, may not be sold on and never used as an instrument of payment. The Client is not entitled to pledge goods supplied under retention of title or to encumber these in any other way.

article 9 Complaints

1. Complaints that relate to the goods or services delivered by the User pursuant to the instruction must be reported to the User in writing within five working days of discovery (or after the moment at which the Client should have reasonably discovered the faults) or within ten working days of completing the instruction, failing which the Client is expected to have fully accepted the result of the instruction. Lodging a complaint does not give the Client the right to suspend his payment obligation.
2. The Client is obliged to inspect the goods supplied (or arrange for this to be done) immediately after the goods are made available to him and/or the relevant work has been completed. As part thereof, the Client must inspect whether the quality and/or quantity of the goods correspond to the instruction and whether they meet the requirements which the parties have agreed in that respect. Any faults must be reported to the User in accordance with the provisions of paragraph 1 of this article. In order to allow the User to respond adequately, the notification must contain a description of the fault, which description must be as accurate as possible. The Client must enable the User to investigate any complaint.
3. The Client's right to object or complain lapses if the Client has processed the goods and then supplied them to a third party.
4. A prompt claim by the Client does not suspend his obligation to pay. In that case, the Client continues to be obliged to accept and pay any goods ordered and to abide by that which he has instructed the Client.
5. If it is established that the complaint is justified and the Client submitted his complaint in time, the User will replenish, change or replace the delivery within a reasonable term or, if the User cannot reasonably comply with this, offer a reduction on the price to be stipulated by him. The provisions of Article 6 of these terms and conditions apply in full.
6. Any costs incurred by the User as a result of a complaint which is subsequently declared unfounded, including any inspection costs, will be fully payable by the Client.
7. In derogation from the statutory time limits, the time limit for all claims and defenses against the User and any third party engaged by the User in the execution of an agreement, amounts to one year.

article 10 Liability

1. If the User is held liable, this liability will be limited to that stipulated by these provisions.
2. The User will not be liable for damage, regardless of the nature thereof, due to the User acting upon incorrect and/or incomplete data made available by or on behalf of the Client or data that was not made available in time by the Client. In addition, the User shall never be liable for damages due to the fact that the Client used or applied the delivered information, services, goods, recommendations and/or e-learning modules in an incorrect manner.
3. The User is only liable for damage caused by the intent or gross negligence of the User. If the User is liable for any damage or losses, the liability of the User will be limited to no more than the net invoice value of the instruction (excluding VAT and other levies), or at least to that part of the instruction which the liability relates to.
4. Without prejudice to the provisions of the previous paragraph, the User's liability is in all cases always limited to no more than the amount paid out by his insurance company in a particular case (to the extent the User has taken out insurance against such damage).
5. The User is liable only for direct damage and never for trading loss and/or consequential damage.
6. Direct damage is limited to the reasonable costs to determine the cause and scope of the damage, insofar as the assessment relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to ensure the substandard performance of the User conforms to the agreement, insofar as these can be attributed to the User and reasonable costs incurred to prevent or limit any damage, insofar as the Client is able to demonstrate that these costs have led to a limitation of the direct damage as referred to in these general terms and conditions. The User is never liable for indirect damage, including any consequential damage, lost profits, missed savings and damage due to business interruptions.

article 11 Indemnification

1. The Client indemnifies the User against any third-party claims (by virtue of (intellectual) property rights or otherwise) in relation to damage or losses in connection with the execution of the agreement, the cause of which damage or losses are attributable to parties other than the User. If the User is sued by third parties for that reason, the Client will, at his expense, be obliged to assist the User both in and out of court and promptly do all that which can be expected from him in that case. If the Client fails to take adequate measures, the User, without further notice of default being required, will be entitled to take these measures instead. All costs and damage sustained by the User and third parties will be at the full expense and risk of the Client.
2. If the Client makes data carriers, (electronic) files, software, etc. available to the User, the Client guarantees that these items are free from (computer) viruses and other imperfections. The Client will fully reimburse the User for any damage caused by this.

article 12 Intellectual property

1. The User reserves the rights and powers it is entitled to by virtue of the Copyright Act and other intellectual legislation. The Client acknowledges these rights of the User and he will refrain from infringing them in any way.
2. The Client is entitled to use the goods and/or services delivered and all papers, documents, texts, reports, advice, user and licensing rights and other items made available to him (electronically or otherwise) by the User only for their intended purpose within the framework of his profession or the business of the Client. The Client is never entitled to make the goods and/or services delivered by the User for a different purpose, to multiply them or to make them available to other legal entities or natural persons (against payment or otherwise) or to use them in violation of the principles of propriety and/or in violation of what is generally deemed to be acceptable.
3. The User is entitled to use the knowledge it has gained during the execution of an agreement for other purposes, insofar as this does not disclose any strictly confidential information of the Client to third parties.
4. Unless agreed otherwise in writing in the offer made by the User and accepted by the Client, the User's right referred to in this article will never be fully or partially transferred to the Client.
5. If the Client violates the provisions of this article, he will owe a fine equal to the invoice amount of the original delivery. The User's right to demand the actual damage suffered if the damage suffered by the User is more severe than this fine is not limited or excluded by this.
6. The User reserves the right to include references to the Client's business name in his corporate communications (electronically or otherwise) unless agreed otherwise.

article 13 Confidentiality

1. Both parties have a duty of confidentiality with regard to all confidential information they have obtained from each other during or after the execution of the instruction. Information is considered to be confidential when it has been designated as such by the other party or when this ensues from the nature of the information.

article 14 Applicable law and disputes

1. All legal relationships to which the User is a party are subject to Dutch law, even if an engagement is fully or partially executed abroad or if the relevant party to the legal relationship has its place of business abroad. The applicability of the Vienna Sales Convention is excluded.
2. The District Court in the place of business of the User (District Court Oost-Brabant, The Netherlands) has exclusive jurisdiction to hear all disputes unless mandatory law dictates otherwise. The User will nevertheless be entitled to submit disputes to a court that is competent according to the law.
3. The parties will only appeal to the courts once they have made every effort to resolve the dispute by mutual consultation.

article 15 Source and changes to the terms and conditions

1. The most recent version or the version applicable when the legal relationship with the User was formed applies.
2. If the Client asks for it, he will receive a copy of the most recent general terms and conditions of the User.
3. The Dutch wording of these general terms and conditions will at all times be decisive in the interpretation thereof.

