

This is a translation of the official Dutch general terms and conditions of sale of the Amsterdam University of Applied Sciences, 2022 version, filed with the Chamber of Commerce under number 34215054. No rights may be derived from this English-language version. The Dutch version shall be decisive.

General Terms and Conditions for the purposes of Educational or Other Services for Professional Clients (Version: 2022)

Article 1 – Application of these general terms and conditions of sale

- 1.1 These general terms and conditions shall apply in relation to all agreements entered into between Stichting Hogeschool van Amsterdam, having its registered office at Wibautstraat 3b in (1091 GH) Amsterdam, the Netherlands (hereinafter referred to as '**Amsterdam University of Applied Sciences**' or '**AUAS**') and a client (hereinafter referred to as a '**client**') and any quotation issued by AUAS. These general terms and conditions shall govern all of the services provided by AUAS, which includes but is not confined to educational services.
- 1.2 A client is a party – not being a natural person – that procures educational and other services from AUAS pursuant to an agreement as set out in Article 3 of these general terms and conditions.
- 1.3 AUAS explicitly rejects the application of general terms and conditions other than these.
- 1.4 After these terms and conditions become part of any agreement between AUAS and a client, they shall also constitute part of any subsequent agreement concluded between AUAS and that client, even in the event that no reference is made to their application when it is concluded and/or they are not handed over.
- 1.5 Any derogation from these terms and conditions shall only be valid, provided that it is explicitly agreed to in writing.
- 1.6 In the event that one (1) or more provisions of these terms and conditions are void or may be nullified, their remaining provisions shall continue to apply in full. In the case of void or nullified provisions, AUAS and the relevant client shall arrange for them to be replaced with provisions which approximate their meaning as far as possible.
- 1.7 In the event that a translation of these general terms and conditions into a language other than Dutch is used and there is a conflict between the Dutch version and such translation or there are difficulties interpreting the latter, the Dutch version shall prevail.
- 1.8 These general terms and conditions may also be consulted at AUAS website under [general terms and conditions of sale](#).

Article 2 – Conclusion of an agreement

- 2.1 Unless explicitly stipulated otherwise in writing, any offer from AUAS shall be free of obligation and shall be valid for a term of thirty (30) calendar days.
- 2.2 An agreement between AUAS and a client shall be concluded after AUAS sends a written notice confirming the relevant contract to the client. Any additional arrangement, amendment and/or

commitment that is subsequently made or given shall only be binding on AUAS, provided that the latter presents the relevant client with written confirmation of same. In the absence of an explicit notice of confirmation of a contract, the relevant invoice shall serve as such notice of confirmation. An agreement shall also be deemed to have been concluded at such time as both parties comply with their obligations pursuant to it without reservation.

- 2.3 AUAS may require security from a client for compliance with the latter's obligations in the form of a bank guarantee or in any other form that AUAS specifies, and may suspend its obligations until such security is tendered.
- 2.4 In the event that there is any conflict between the various documents which govern the relationship between AUAS and a client, the following order of priority shall apply unless otherwise stipulated: (1) the relevant agreement, (2) these general terms and conditions, 3) the quotation, (4) any other documents which govern the relationship between AUAS and the client.

Article 3 – Description of educational and other services

- 3.1 An agreement shall stipulate the educational and other services which AUAS will provide to the relevant client.
- 3.2 The services which AUAS may provide to a client pursuant to an agreement may consist of the following, amongst other things (non-exhaustive list):
- a. AUAS's provision of an existing course at the behest of the client to the latter's staff or any other party designated by it;
 - b. AUAS's design of a course at the behest of the client to then provide it to the latter's staff or any other party designated by it;
 - c. AUAS's development of a course at the behest of the client, which the latter or another party then provides to the client's staff or any other party;
 - d. AUAS's development of a course in conjunction with the client;
 - e. AUAS arranging for student or other AUAS trainees to carry out a consultancy or other assignment for the client.

Article 4 – Payment

- 4.1. An agreement shall stipulate the fee for which the relevant client is liable for the procurement of a service from AUAS. A client shall be deemed to have declared that it has taken cognisance of the fee for which it is liable for the services provided by AUAS and that it consents to same.
- 4.2. Any expenses for travel, arrangements and accommodation as well as the cost of mandatory literature or other mandatory course materials in connection with the procurement of services shall not be included in the fee stipulated in Clause (1).
- 4.3. AUAS shall be entitled to adjust the value of the fee payable by a client every year. In so far as this has an effect on a client's financial obligations, AUAS shall notify the client of the amount involved, where it avails itself of this right.

- 4.4. In the event that one (1) or more cost price determining factors rises in the course of a calendar year, AUAS reserves the right to raise an agreed fee accordingly.
- 4.5. All payments must be made in euros into a bank account stipulated by AUAS.
- 4.6. Unless otherwise stipulated, a client shall be required to pay AUAS any amount that it owes within thirty (30) calendar days after the relevant invoice date. AUAS shall usually invoice a client for the entire fee which it owes for the procurement of the services that are to be provided before they commence.
- 4.7. Complaints about invoices must also be submitted in writing within fourteen (14) calendar days after the date on which the relevant invoices are issued. An objection to the amount of a bill and/or the provision of services shall not entitle the relevant client to suspend its financial obligations.
- 4.8. In the event that payment does not occur by the stipulated deadline, the relevant client shall be in default without the need for any further notice of default and shall be liable for any legally stipulated commercial interest on the outstanding amount as of that time.
- 4.9. During any period in which a client is in default of payment, AUAS shall be entitled to suspend its obligations pursuant to the relevant agreement with immediate effect.
- 4.10. A client shall be liable for all judicial and extrajudicial expenses which AUAS incurs. Any extrajudicial debt collection costs shall amount to 15% of the principal sum due, subject to a minimum of €75.00.

Article 5 – AUAS's duty of care

- 5.1. AUAS shall make an effort to deliver the services which it is to provide to the best of its knowledge and ability. In this respect, AUAS shall comply with the applicable regulations and exercise a duty of care, subject to the proviso that AUAS shall only have a duty of care and not a performance obligation.
- 5.2. AUAS shall determine the nature of the services to which it has agreed with a client. AUAS shall endeavour to supply a client with relevant information in this respect, of which information a client shall be deemed to take or have taken cognisance.
- 5.3. AUAS reserves the right to make any reasonable change to the nature of the agreed services in the interim for reasons of its own. It shall inform the relevant client accordingly. A client shall be deemed to have taken cognisance of such information.

Article 6 – Client's obligations

- 6.1. A client shall have a duty to exercise due care. An agreement shall stipulate in greater detail what obligations the relevant client has.
- 6.2. A client shall be responsible for ensuring that all information which AUAS indicates is required or which the client ought reasonably to understand is necessary for the purposes of executing the relevant agreement, is provided to AUAS on time. In the event that any information that is required for the purposes of executing an agreement is not supplied to AUAS or not on time,

the latter shall be entitled to suspend its execution and/or to charge the relevant client for additional expenses incurred pursuant to any delay in accordance with its normal rates.

6.3. Where an agreement provides for services involving AUAS's provision of a course to a client's staff or any other parties whom the client designates, the latter shall warrant that these course participants who attend the course:

- hold the appropriate qualifications to attend the course and successfully complete it;
- will refrain from behaviour and/or activities which are in any way in breach of the rules governing AUAS and the course participant, such as, amongst other things, the applicable [internal regulations](#), or any other(s) which must be deemed to be socially improper. In particular, such course participants shall refrain from behaviour and/or activities whose purpose or effect is that of frustrating the relevant education, acquisition of knowledge or honest evaluation of performance. This refers to the commission of plagiarism and fraud, amongst other things;
- will do all in their power to complete the relevant course by the stipulated deadline and shall make an effort to participate in every educational aspect;
- have taken cognisance of all the information about the course which AUAS has supplied, all the applicable regulations applicable in respect of the course participant concerned and AUAS, the relevant agreement and these general terms and conditions.

Article 7 – Retention of title

All items supplied by AUAS, such as designs, sketches, drawings, films, media for software and electronic or other files and so forth, shall remain AUAS's property until the relevant client has complied with all of its financial and other obligations. Any items which AUAS supplies and which are subject to retention of title may only be on sold as part of normal business operations and may not be used as a means of payment under any circumstances whatsoever. A client may not encumber any item which is the subject of retention of title with a limited right.

Article 8 – Complaints

Unless otherwise agreed between AUAS and a client, the latter shall be required to notify AUAS of any complaint concerning a service that is provided in writing within fourteen (14) days after discovering any deficiency but by no later than thirty (30) days after the completion of the relevant service.

Article 9 – Term and termination of an agreement

9.1. An agreement shall stipulate its term.

9.2. An agreement shall terminate:

- where course participants comprising staff of a client that has procured services involving the provision of a course to its staff or any other party designated by it complete the course successfully or otherwise, or no longer attend the course in some other way (for example, by removing a course participant as provided for in Article 10) and the client has complied with all of its financial and other obligations towards AUAS.

- with mutual consent after both parties confirm this in writing;
 - in the event that AUAS is no longer able to provide the agreed services due to demonstrable force majeure;
 - where AUAS or the relevant client exercises any power of cancellation or rescission in accordance with of this agreement or these general terms and conditions.
- 9.3. Any agreement for an indefinite term that AUAS and a client have concluded with each other, may be cancelled in writing by either party subject to a term of notice of three (3) months. Should a client proceed with the cancellation of an agreement in accordance with this clause, AUAS shall be entitled to a proportionate payment for any services that have already been provided, as well as to compensation for its expenses (such as but not confined to a loss due to reduced capacity utilisation) and loss of earnings in so far as they are not covered by the aforementioned pro rata payment.
- 9.4. A client may only cancel an agreement providing for AUAS to give a course to its staff or any other parties designated by it:
- in return for payment of 25% of the amount for which the client is liable by way of a cancellation fee in the case of a contract for which no education date has been set;
 - in return for payment of 25% of the amount for which the client is liable by way of a cancellation fee during a period of up to six(6) weeks before the first education date;
 - in return for payment of 50% of the amount for which the client is liable by way of a cancellation fee during a period of between six(6) and three (3) weeks before the first education date;
 - in return for payment of 75% of the amount for which the client is liable by way of a cancellation fee during a period of between three (3) weeks and one (1) week before the first education date;
 - in return for payment of the full amount for which the client is liable by way of a cancellation fee as of one (1) week before the first education date and after the relevant course commences.
- 9.5. Cancellation as provided for in the preceding clause must always occur in writing.
- 9.6. In the event that a client:
- is declared insolvent, submits an application for a moratorium on payments or a substantial part of its assets is attached;
 - proceeds to close down or transfer their business or a substantial part thereof, which is deemed to include bringing their business into a company that already exists or which is to be incorporated, or proceeds to amend the objects of their business; or
 - fails to comply any obligation towards AUAS and even after a reminder to ensure compliance in so far as such a reminder may reasonably be demanded of AUAS, fails to proceed with compliance by the deadline stipulated in the reminder;
- AUAS shall be entitled to cancel all or part of the relevant agreement immediately without any legal intervention being required.

- 9.7. AUAS shall be entitled to cancel all or part of an agreement extrajudicially where circumstances occur which are of such a nature that it can no longer be required to comply with the agreement in accordance with principles of equity and fairness.
- 9.8. In the event that an agreement is cancelled, AUAS's claims against the relevant client shall fall due immediately. Should AUAS suspend its obligations, it shall retain its entitlements pursuant to the law and any agreement.
- 9.9. The cancellation of an agreement shall not produce any annulment undertaking.
- 9.10. AUAS's cancellation or rescission of an agreement with a student shall not discharge the relevant client from their obligations pursuant to the agreement and/or these general terms and conditions in so far as such obligations are also explicitly or by their nature intended to remain in force after the termination of the agreement, such as obligations pertaining to liability.
- 9.11. AUAS's entitlement to cancel or rescind an agreement as provided for in this article shall apply in addition to its entitlement to terminate the agreement in accordance with the law.

Article 10 – Suspension and removal

- 10.1. This article shall apply at such time as AUAS gives a course to a client's staff or any other parties designated by a client (referred to as 'course participants') pursuant to an agreement.
- 10.2. Where AUAS is of the opinion that a course participant has engaged in impermissible conduct, which may or may not involve a repeated failure to comply with the obligations referred to in Articles 6.3 of these general terms and conditions, the relevant client shall receive a written behavioural demand in relation to the relevant individual AUAS student.
- 10.3. Should the relevant course participant fail to comply with the behavioural demand mentioned in the preceding clause immediately and/or to do so unconditionally, AUAS may decide to suspend this course participant from the course for a period of time with immediate effect with or without a verbal reproach. The relevant client shall be served with a written notice of suspension citing the reasons for their suspension and the date on which it is to commence and terminate.
- 10.4. Upon the expiry of the period of suspension, arrangements shall be made with the client concerning the conduct of the suspended course participant and they shall be recorded in a behavioural demand. Should there be grounds for doing so, AUAS shall be entitled to extend a period of suspension once for a period which it is to determine. The client shall be served with a written notice of the extension of the suspension, citing the reasons for it and the date on which it is to commence and terminate.
- 10.5. The client may lodge a written objection against a suspension with AUAS by the deadline stipulated in the notice of suspension. Should AUAS and the client fail to agree on an amicable settlement in response to this objection (in the presence of the suspended course participant if necessary), the client may avail itself of the complaints procedure referred to in Article 18.3. Pending the assessment of the objection, the suspension shall nevertheless apply until the client's objection is adjudicated.

- 10.6. During the period of their suspension, a course participant shall be prohibited from attending the relevant course (or parts of it) and/or of being present on the grounds or in the buildings of AUAS.
- 10.7. In the event that a course participant fails to comply with the behavioural demand referred to in Article 10.2 or 10.4 of these general terms and conditions immediately and/or unconditionally, or should a course participant commit fraud, AUAS may decide to definitely remove the course participant from the relevant course with immediate effect or to deny them admission to it indefinitely.
- 10.8. A course participant may at any rate be definitely removed from a course with immediate effect should AUAS discover that:
- this course participant has repeatedly failed to comply with the rules of conduct stipulated in Article 6.3 of these general terms and conditions, has already been warned in writing on multiple occasions and has had their attention drawn to the potential consequences of their acts or omissions;
 - this course participant is guilty of serious misconduct, which is at any rate deemed to include the use of or trade in drugs in the buildings or on the grounds of AUAS, possessing prohibited weapons or drugs there, engaging in violence (or threatening to do so) and/or exhibiting sexually unacceptable behaviour.
- 10.9. The relevant client shall be notified in writing of any intention to definitely remove a course participant from a course along with the grounds for this.
- 10.10. The relevant client may submit a written objection to such intention referred to in the foregoing clause by the deadline stipulated in the notice referred to in that clause. Should AUAS and the client fail to agree on an amicable settlement (in the presence of the suspended course participant if necessary), the client may avail itself of the complaints procedure referred to in Article 18.3. Pending the assessment of their objection, the relevant course participant may be suspended as provided for in Article 10, in respect of which the notice referred to in Article 10.9 of these general terms and conditions shall be deemed to constitute a notice of suspension.
- 10.11. AUAS shall not be liable for any loss which the relevant client or course participant suffers as a result of the latter's suspension or removal. In the event that a student is suspended or removed, the relevant client shall not be entitled to a refund of the amount which they have paid for its staff or any other party designated by it to attend the relevant course (or any part of it). Where a client has not yet paid the full amount for which it is liable at the time of the relevant student's suspension or removal, it shall continue to have a duty to pay AUAS any amount for which it is still liable.

Article 11 – Liability

- 11.1. A client shall be liable for and shall indemnify AUAS against any loss which the latter suffers pursuant or in relation to the client's culpable failure to comply with any obligation pursuant to

an agreement entered into with the client, these general terms and conditions or any wrongful act which the client has committed against an AUAS subordinate or any third party.

- 11.2. AUAS shall not be liable for any wrongful act that has been committed, nor for any consequential loss, such as but not confined to foregone turnover, profit or opportunities, intangible loss, environmental harm or damage to one's reputation.
- 11.3. AUAS shall only be liable for any loss which a client suffers directly as a result of culpable default on its part in so far as the client can show that such loss is the direct result of such culpable default and, furthermore, in the case of each occurrence or series of related occurrences with a common cause, such loss shall be confined to the value of the undertaking or undertakings agreed to by the parties with which AUAS has culpably failed to comply subject to a maximum of €25,000.00 exclusive of VAT.
- 11.4. AUAS may also raise any additional limitations of liability or exclusionary provisions that other parties – such as but not confined to AUAS's suppliers – raise against it, against the client.
- 11.5. A limitation of AUAS's liability, such as that referred to in the foregoing clauses, shall not apply where such loss is due to wilful recklessness or a deliberate act or omission on the part of AUAS (or its managers or subordinates).
- 11.6. Any client's claim against AUAS pursuant to or in connection with an agreement or these general terms and conditions shall lapse merely by virtue of the expiry of six (6) months after the claim has arisen, unless a legal claim is filed against AUAS before then.
- 11.7. A client shall indemnify AUAS, its staff and any other party whom AUAS engages for the purposes of complying with its obligations pursuant to the relevant agreement against any claim made by a third party for compensation for any loss suffered by such party which is due to or is otherwise related to performance effected by AUAS in accordance with these terms and conditions, unless AUAS is unable to rely on any limitation of its liability pursuant to this article where a client has suffered such loss.
- 11.8. Where AUAS provides a course to a client's staff or any other parties designated by a client, the latter shall be responsible for ensuring that all of these course participants have adequate business or other liability insurance.

Article 12 – Force majeure

- 12.1. In the case of force majeure AUAS may suspend its obligations pursuant to an agreement or these general terms and conditions while the period of force majeure persists. Where this period is longer than two (2) months or it is clear that the situation of force majeure means that it is no longer possible to continue to provide the relevant services, AUAS shall be entitled to cancel the relevant agreement. In this case there shall be no obligation to provide compensation for any loss.
- 12.2. For the purposes of the foregoing clause, force majeure shall be deemed to include any impediment to AUAS complying with its obligations due to circumstances that are not due to any fault on its part, nor which occur pursuant to the law or a legal act, or for which it is liable

according to generally acceptable principles, which is also deemed to include the following circumstances, which may occasion an impediment to compliance:

- an industrial strike and/or interruption of work (whether organised or not);
- government measures which impede the provision of services;
- sickness or the unforeseen dismissal or absence of staff who were to be deployed for the purposes of providing the relevant services and for whom no replacement can be found based on AUAS's reasonable opinion;
- any non-compliance (whether culpable or not) on the part of a third party, such as a supplier, involved in the provision of the relevant services as a result of which AUAS is unable to comply with all or part of its obligations towards the relevant client;
- war (civil or otherwise) or insurrection, also outside the Netherlands;
- full or partial mobilisation;
- an epidemic or pandemic;
- terrorism;
- wilful harm;
- the occupation of AUAS (or any of its locations);
- fire or any malfunction at AUAS (or any of its locations);
- water damage;
- theft;
- transport difficulties, congestion or lockout;
- a general inability on the part of AUAS to supply goods or services which are required for the purposes of it effecting performance pursuant to the relevant agreement;
- a natural disaster or extreme weather conditions;
- public transport problems;
- hacks in AUAS's computer or other systems;
- as well as any other circumstances as a result of which the normal state of affairs prevailing in AUAS (or any of its locations) is impeded, with the result that it cannot reasonably be expected to comply with the relevant agreement.

12.3. In the event that any of the circumstances mentioned in the foregoing clause ensures that, while it is possible for AUAS to comply with its obligations, it can only do so in a modified form, AUAS may reasonably decide to offer its services in such modified form. A client shall not be entitled to cancellation or compensation pursuant to such modified services.

12.4. Even where AUAS is in default, it shall be entitled to rely on force majeure.

12.5. In so far as AUAS has already complied or could comply with part of its obligations pursuant to an agreement at such time as force majeure occurs and an independent value may be assigned to that part with which it has already complied or could comply, AUAS shall be entitled to bill for it separately. A client shall have a duty to pay such bill as though it had been issued pursuant to a separate agreement.

Article 13 – Personal data and confidentiality

- 13.1. Both parties shall comply with the legislation and regulations governing privacy. In this respect AUAS employs a specific privacy statement, which may be consulted at the bottom of the page on [its website](#).
- 13.2. Both parties shall have a duty not to disclose any information which they obtain from each other pursuant to the provision of the relevant services and of whose confidential nature they are or ought reasonably to be aware, subject to the proviso that any breach of this clause due to a duty pursuant to a provision of the law or any judicial ruling shall not constitute grounds for compensation or cancellation to the benefit of the other party.
- 13.3. Any party who receives confidential information shall only use it for the purposes for which it has been provided to it.

Article 14 – Intellectual property

- 14.1. All intellectual property rights which arise pursuant to services provided to a client by AUAS shall be vested in the latter. All document, such as but not confined to reports, advice, agreements, designs, sketches, drawings and software, are designed to be used solely by a client and the latter may not replicate, publicly disclose or disclose them to another party without AUAS's prior written consent, unless anything otherwise follows from the nature of the documents supplied.
- 14.2. A client shall indemnify AUAS against all legal and other claims in relation to an actual or alleged infringement of any industrial or intellectual property right in the event that any items which AUAS has supplied through or at the behest of the relevant client are used, replicated, treated or processed.
- 14.3. In the event that computer software is supplied, the relevant client shall only acquire a non-transferable licence to use it in accordance with its purpose.
- 14.4. AUAS provider reserves the right to use any knowledge that it acquires through the provision of services for other purposes as well in so far as no confidential information will be disclosed to any other party by doing so. AUAS shall be entitled to sign anything produced on order. Having regard to the relevant client's interests, AUAS shall be entitled to use anything produced on order for its own publicity and/or promotional purposes. AUAS shall be entitled to publish or otherwise publicly disclose (for example, in the form of research data and/or a scientific article) any findings in accordance with its 'open access' policy.

Article 15 – A client's media

- 15.1. Where a client supplies media, electronic files, software or other types of similar electronic materials to AUAS, the client shall warrant that it is or they are free of viruses and defects.
- 15.2. Where reasonably possible, a client shall have a duty to keep copies of any materials and information supplied to AUAS for the purposes of the services that the latter provides until those services have been provided. Subject to what is stipulated in Article 14, should a client fail to do

this, AUAS shall not be liable for any loss which would not have occurred had these copies been withheld.

- 15.3. After completing a contract, AUAS shall not have a duty of retention with regard to the materials and information used for the purposes of the relevant services in relation to the client concerned.
- 15.4. A client shall continue to bear the risk of any items which it places at AUAS's disposal for the purposes of the relevant services being lost or damaged, unless any loss or damage is due to a deliberate act or omission, or wilful recklessness on the part of AUAS.

Article 16 – Assignment of rights and obligations

- 16.1. The relationship between AUAS and a client shall be strictly personal. Any future or other rights and obligations arising pursuant to this relationship may explicitly not be assigned to any other party, unless and in so far as is expressly agreed otherwise in writing. In this respect, one might consider, in particular, a situation in which a third party may wish to pay all or some of the fees for AUAS's services.
- 16.2. Any assignment or encumbrance which is effected in breach of the provisions of Clause (1) shall not have any effect under property law.

Article 17 – Prohibition of acquisition of staff

Throughout the term of an agreement as well as for one (1) year after it expires, a client shall in no way whatsoever employ any members of the staff of AUAS or any other party whom AUAS has engaged for the purposes of executing the agreement and who are or have been involved in the provision of the relevant services, nor shall it arrange for them to work for it directly or indirectly in some other way, except where and in so far they are students who are registered with AUAS.

Article 18– Governing law and disputes

- 18.1. All agreements between AUAS and a client shall be governed by and construed in accordance with the law of the Netherlands. The Vienna Sales Convention shall not apply.
- 18.2. In the event that a dispute arises, the parties shall first make an effort to resolve it amicably.
- 18.3. Should it be impossible to resolve a dispute amicably and it pertains to a complaint concerning services which AUAS has provided, the relevant client may avail themselves of the internal complaints procedure. In the event that there is no special complaints procedure in the faculty in which the relevant course is attended, one may avail oneself of AUAS's general complaints procedure. The operation of the complaints procedure may be consulted at [Right of Complaint](#).
- 18.4. Should it be impossible to resolve a dispute amicably and the relevant client does not wish to avail themselves of the internal complaints procedure or this procedure does not resolve the dispute, it and any other dispute shall be adjudicated by a competent court of law in Amsterdam, unless AUAS prefers to bring it before a competent court of law in the place where the client is based or has its registered office.

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