

TERMS AND CONDITIONS:

EFAA and EFAA Opleidingen, located at Houtstraat 14, 6001 SJ in Weert, hereinafter referred to as: EFAA, registered in the Trade Register of the Chamber of Commerce under number: 13035625. EFAA Opleidingen is registered in the Trade Register of the Chamber of Commerce under number: 13035624. Effective as of January 2004.

In these general terms and conditions, the following definitions apply:

EFAA and EFAA Opleidingen: service and training organization for the fitness and health industry aimed at quality, continuity, and structure.

EFAA service: training, conferences, trade journals, (interim) management consulting, online portal, and knowledge center.

Article 1. Definition

Client: The party with whom EFAA has entered into an agreement subject to these general terms and conditions.

Independent third party: Mr. H. van Breugel

Article 2. Applicability of these terms

2.1. These terms apply to every offer, quotation, and agreement between EFAA and a client, unless expressly and in writing agreed otherwise by the parties.

2.2. These terms also apply to all agreements with EFAA for which third parties need to be involved.

2.3. These terms apply to all agreements with EFAA regarding participation in or commissioning of courses, training, and other forms of education or advice in the broadest sense.

2.4. Deviations from these terms are only binding if confirmed in writing by EFAA.

Article 3. Quotations

3.1. All EFAA offers are non-binding unless a period for acceptance is specified in the quotation.

3.2. The prices in the quotations are exclusive of VAT unless otherwise stated.

Article 4. Execution of the agreement

4.1. The client shall ensure that all information, which EFAA indicates is necessary or which the client can reasonably understand to be necessary for the execution of the agreement, is provided to EFAA in a timely manner.

4.2. If the required information for executing the agreement is not provided on time, EFAA has the right to suspend execution and/or charge the client for any additional costs incurred due to the delay at the usual rates.

4.3. Agreements can be concluded in writing, by telephone, or digitally.

4.4. EFAA is entitled to refuse a request to enter into an agreement without stating reasons.

Article 5. Contract duration; execution period

5.1. The agreement is entered into for the duration of the training/workshop/conference and for memberships for at least one year and continues until written cancellation unless expressly agreed otherwise by the parties.

Article 6. Modification of the agreement/location

6.1. If during the execution of the agreement it appears necessary to modify or supplement the work to be performed for proper execution, the parties shall adjust the agreement accordingly in mutual consultation.

6.2. If the parties agree to modify or supplement the agreement, this may affect the completion time. EFAA will notify the client as soon as possible.

6.3. If the modification or supplement affects the financial and/or qualitative outcome, EFAA will inform the client in advance where possible.

6.4. EFAA reserves the right to unilaterally amend these terms and conditions.

6.5. EFAA has the right to cancel the agreement if, two days before the start of the workshop/conference/training, the number of registrations is below the required minimum. EFAA reserves the right to make program changes if unforeseen circumstances arise. Such circumstances must make it unreasonable for EFAA to remain bound by the agreement. This obligation lapses if the change is attributable to the client. Any resulting damages will be borne by the client. If the change is attributable to EFAA, the resulting damages will be borne by EFAA. If both parties are at fault, each will bear their own damages.

6.6. A change of location due to low participation is not a reason for cancellation.

Article 7. Confidentiality

7.1. Both parties are obliged to maintain confidentiality regarding all confidential information obtained in the context of their agreement. Information is considered confidential if it has been communicated by the other party or if this results from the nature of the information.

Article 8. Replacement

8.1. The client may allow another person to participate in the workshop/conference/training in place of the registered participant, provided this is communicated to EFAA before the start date (see also Art. 4.1). Replacement after the start of the workshop/conference/training is not allowed.

Article 9. Cancellation, substitution, or rescheduling

9.1. Cancellation of booked training/workshops/conferences can only be done in writing. Administrative costs apply as follows:

- Up to 3 weeks before start: free cancellation.
- Up to 2 weeks before start: €100 cancellation fee.
- Within 2 weeks before start: €250 cancellation fee.
- Within 1 week before start: no refund. Replacement is allowed (see Art. 8).
- If the client ends participation during the training/workshop/conference, no refund is possible.

9.2. If a participant discontinues the training and wishes to resume at a later date, regardless of the training, 50% of the tuition fee will be charged.

Article 10. Termination of subscription

10.1. A subscription is automatically renewed annually at the then-current subscription rate unless the other party cancels the subscription in writing, with a notice period of 1 month.

Article 11. Termination of the agreement

The agreement is terminated, and EFAA's claims on the client become immediately due in the following cases:

- 11.1. If, after concluding the agreement, circumstances that give EFAA valid reasons to fear the client will not meet obligations come to EFAA's attention.
- 11.2. If the client causes such disturbance or disruption that proper execution of the workshop/conference/training is hindered, EFAA may exclude the client from participation. All resulting costs will be borne by the client.
- 11.3. EFAA is entitled to refuse the client's participation if payment obligations are not met, as described in Article 13.
- 11.4. EFAA reserves the right to cancel the course or deny participation to a client. In such cases, the client is entitled to a full refund of the amount paid to EFAA.
- 11.5. After the agreement is concluded, the client has a 14-day cooling-off period. Within this period, cancellation is allowed if no course materials have been received, no training has started, and no access to e-learning or video lessons has been used. If materials or exams have already been ordered, costs will be charged to the client.

Article 12. Defects; complaint periods

- 12.1. Any defect in the execution of the agreement must be reported to EFAA as soon as possible to allow for a solution. If the defect is not satisfactorily resolved, a formal complaint must be submitted in writing within one month of the workshop/conference/training. EFAA will respond within four weeks. Complaints will be handled within six weeks. If processing takes longer, the client will be notified in writing.
- 12.2. Clients can appeal in writing, and EFAA will contact an independent third party. The third-party decision is binding. Complaints are always treated confidentially and stored for one year.

Article 13. Payment

- 13.1. Payment must be made within 14 days of the invoice date in the manner specified by EFAA.
- 13.2. After the 14-day period, the client is in default and owes 1% interest per month on the outstanding amount, unless the statutory interest rate is higher.
- 13.3. In the event of liquidation, bankruptcy, or suspension of payment, all claims by EFAA become immediately due.
- 13.4. Payments made by the client will first cover interest and costs, then the oldest outstanding invoices, regardless of the client's allocation.
- 13.5. Payment for workshops/conferences must be made in advance. If not, cash payment is required during the event.
- 13.6. Payment for training must be completed before the start of the sessions unless installment payments are agreed upon. Installments incur a 5% surcharge, and full payment must be made within the agreed period.
- 13.7. Exam and travel costs are not included in the course fee unless explicitly agreed otherwise.
- 13.8. If materials are to be sent in advance, full course fees and shipping costs must be paid upfront.
- 13.9. Resits are charged separately and must be paid in advance.

Article 14. Collection costs

14.1. If the client defaults, all reasonable collection costs are charged to the client. Minimum charges are:

- 15% of the first €2,500 (minimum €40, maximum €375)
- 10% of the next €2,500 (maximum €625)
- 5% of the next €5,000 (maximum €875)
- 1% of the next €190,000 (maximum €2,775)
- 0.5% of amounts exceeding €800,000 (maximum €6,775)

14.2. Higher demonstrated costs by EFAA will also be charged.

14.3. The client is not entitled to offset payments against any claims.

14.4. Disputes over invoice amounts do not suspend payment obligations.

Article 15. Liability

15.1. EFAA commits to carrying out the assignment to the best of its ability.

15.2. EFAA and its employees are not liable for any damages incurred by the client during training or execution of the assignment unless due to gross negligence or intent.

15.3. EFAA's liability, if covered by insurance, is limited to the payout by the insurer.

15.4. If the insurer does not cover the damage, EFAA's liability is limited to the invoice value of the assignment.

15.5. For assignments exceeding six months, liability is limited to fees from the past three months.

15.6. EFAA is not liable for damages resulting from incorrect or incomplete information provided by the client.

15.7. EFAA is not liable for indirect damage, lost profits, or business interruptions.

15.8. EFAA accepts no liability for personal injury or property damage during workshops/conferences/training.

Article 16. Pricing

16.1. EFAA may adjust prices annually.

16.2. Prices exclude VAT, government levies, and additional costs unless otherwise stated.

16.3. Vouchers and credits cannot be combined with discounts or offers.

Article 17. Invoicing

17.1. Annual subscriptions are invoiced yearly before renewal unless otherwise agreed.

Article 18. Transfer of rights

18.1. The client may not transfer rights or obligations without prior written consent from EFAA.

18.2. EFAA may transfer rights or obligations to third parties. In such cases, the client may terminate the subscription immediately.

Article 19. Indemnification

19.1. The client indemnifies EFAA against third-party claims arising from the execution of the agreement.

Article 20. Force majeure

20.1. Force majeure includes all circumstances beyond EFAA's control that prevent obligations from being fulfilled.

20.2. EFAA may invoke force majeure if circumstances arise after obligations should have been fulfilled.

20.3. During force majeure, EFAA's obligations are suspended. If the force majeure period lasts longer than two months, both parties may terminate the agreement without the obligation to compensate for damages.

20.4. If EFAA has already partially fulfilled obligations when force majeure occurs, EFAA may invoice the executed part separately, unless the completed part holds no independent value.

Article 21. Disputes

21.1. Disputes arising from agreements subject to these terms will be submitted to the competent court in the area where EFAA is located, unless otherwise dictated by higher authority. Nonetheless, EFAA reserves the right to summon the client to the court deemed competent by law.

21.2. Dutch law applies to all agreements between EFAA and the client.

Article 22. Personal Data

22.1. EFAA uses personal data solely for administrative purposes and to inform clients about other services offered by EFAA.

22.2. Personal data is not shared with third parties.