

Terms and conditions

Xzellent Managementadviesgroep BV and Xzellent BV, Stadsedijk 61, 4796 RB Willemstad

Article 1 - Applicability

a. These Terms and Conditions apply to all agreements with Xzellent Managementadviesgroep BV, Xzellent BV and / or Xzellent partners who operate under the name Xzellent with the addition of their own name like Xzellent Fred Example, hereafter referred to as 'Xzellent'. These Terms and Conditions relate to the participation to or the assignment to hold courses, training and other forms of education or advice in the broadest sense, hereafter referred to as 'training'.

b. Deviations from these Terms and Conditions are only binding if and as far as they are expressly accepted, in writing, by Xzellent.

Article 2 - Establishment of the agreement

The offers made by Xzellent are, unless otherwise specified, valid for a maximum of 30 (thirty) days. The agreement between Xzellent and the principal is established by the signing of the offer or order confirmation by the principal.

Article 3 - Cancellation by the principal

a. The principal for a 'training' has the right to cancel it by registered letter, stating the reasons, with the notice periods specified under b. and c., counted from the date of the post stamp.

b. If cancelled within more than 3 (three) months before the 'training' the principal is bound to pay 50% (fifty %) of the total amount agreed for expenses already incurred.

c. If cancelled within less than 3 (three) months before the 'training' the principal is required to pay 100% (one hundred %) of the total amount agreed.

d. In case the principal or the participant(s) designated by the principal resign(s) after starting the 'training' or otherwise terminates the 'training' part, the principal is not entitled to any refund.

Article 4 - Cancellation or suspension by Xzellent

a. Xzellent has the right to cancel the 'training' or to refuse the participation of a principal or the participant designated by the principal without giving reasons. In these cases the principal has the right to a full refund or a proportion of the amount paid to Xzellent.

b. Xzellent has the right to deny or suspend the performance of the contract with the principal or the participant designated by the principal, if the client does not fulfil his payment obligations, without prejudice to Article 8.

Article 5 - Replacement

The principal or the participant designated by the principal, can let someone else participate instead of the notified participant if discussed with Xzellent. Replacement after the start of the 'training' is not allowed. This condition does not affect the right of Xzellent under Article 4.

Article 6 - Ownership and copyright

a. Materials developed and / or given 'trainings' by Xzellent can never be given under own management to members of the organisation of the principal or to third parties by the principal, unless a written agreement between the parties is recorded.

b. The copyright of the materials developed by Xzellent remains with Xzellent. Each violation will result in a direct collectable fine of € 10,000,- (ten thousand euros). Multiple damages suffered will be recovered from the principal by Xzellent at any time.

Article 7 - Confidentiality

Unless otherwise agreed, parties from both sides are bound to confidentiality on information they receive from each other.

Article 8 - Payment

a. The principal is obliged to fulfil the payment requirements one month before the start of the 'training', but no later than 10 (ten) days after invoicing.

b. Payment is made in the method indicated by Xzellent, without discount or compensation, unless otherwise (in writing) agreed.

c. Unless otherwise agreed, travel and accommodation expenses of trainer(s) and participant(s) are not included in the agreement. These expenses must be paid by the principal to the selected accommodation.

d. If payment is overdue, the principal owes statutory interest on the outstanding amount including VAT, from 10 (ten) days after the invoice date.

e. In case of liquidation, bankruptcy or moratorium of the principal, obligations are immediately claimable.

Article 9 - Collection costs

For lack of timely payment Xzellent is authorised to relinquish the claim of payment. In this case, all costs, both judicial and extrajudicial costs, will be borne by the principal. The costs will always include costs of debt collection agencies and costs and wages of bailiffs and lawyers, even if these exceed legal costs. In any case of overdue payment an amount of 10% (ten %) will be charged on the outstanding amount, for extrajudicial collection costs.

Article 10 - Liability

a. Xzellent commits to perform the tasks given with the best knowledge and ability.

b. Xzellent accepts no liability towards the principal for damage caused as a result of a Xzellent shortcoming in execution of the agreement.

c. Xzellent accepts no liability towards injuries during or after physical activity. It is compulsory for participants to be insured and their employer concludes an accident risk insurance for them.

d. Xzellent accepts no liability for any possible shortcomings of third parties. The principal is liable towards Xzellent for (physical) damage caused by an act or failure to act of himself and / or group members as far as the damage is accountable to the principal or the group members.

e. Xzellent accepts no liability for theft, loss of goods of the principal or one of the group members.

Article 11 - Force majeure

a. Force majeure defines circumstances that prevent or hinder fulfilment of the agreement and cannot be accounted to Xzellent. These include: strikes in companies other than Xzellent, unforeseen delays at suppliers or third parties which Xzellent is dependent of and general transport problems.

b. During force majeure the obligations of Xzellent are suspended. If this takes longer than 2 (two) months parties are entitled to terminate the agreement without an obligation to pay compensation.

Article 12 - Applicable law

On each agreement between Xzellent and a principal Dutch law applies. Continuing disputes are submitted to the District Court of Breda.

Article 13 - Amendment of Terms and Conditions

Xzellent is entitled to amend these Terms and Conditions. These amendments become effective at the indicated time.

Article 14 - Legitimate language

Only the Dutch version of these Terms and Conditions is binding for agreements.