

## **Terms of Delivery and General Terms and Conditions**

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## **Article 1 - Definitions**

Client	The Client is the one who has accepted liability for the payment of the course. The Client and the Participant can also be one and the same person.
Participant	The Participant is the person(s) who follow(s) the Course in the English language at Taecan.
Taecan	<p>Taecan is the counterparty of the Client and the party responsible for the delivery of the Course to the Participant.</p> <p>Taecan is registered with the Chamber of Commerce under number 86284363.</p>
Course	The Course is understood to mean any 1- or multiple-hour course, group lesson, or private lesson in the English language, or where the Participant joins in-company lessons contracted by the Client.
Calendar Day	<p>Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday</p> <p>Excluding the national holidays of the Netherlands</p>
Business Days	<p>Monday, Tuesday, Wednesday, Thursday, Friday</p> <p>Excluding the national holidays of the Netherlands</p>
Business Hours	09:00 – 17:00 on Business Days
Calendar Month	One of the months as named in the calendar
Calendar Week	A week beginning with Monday and ending with Sunday
Week Number	<p>As defined by the International Organization for Standardization (ISO 8601), where</p> <ol style="list-style-type: none"><li>1.The week starts on a Monday.</li><li>2.A week is always unbroken.<ol style="list-style-type: none"><li>i.e. in some years, Week Number 1 starts already in December, and in other years, Week Number 52 or Week Number 53 continues into January.</li></ol></li><li>3.Week 1 always contains 4 January.</li></ol>

## **Article 2 - Offer and Establishment of Agreement**

2.1 These general terms and conditions apply to all negotiations, offers, agreements, and services and/or goods of any nature Taecan delivers and/or could deliver, even if these services and/or goods are not further described in these conditions. A quotation or (price) quotation does not bind Taecan and only serves as an invitation to place an order.

Taecan may refuse orders, etc., without giving any reason. Any purchasing or other conditions of Client do not apply unless they have been accepted in writing by Taecan. Changes and additions to the general terms and conditions are only valid if recorded in writing by Taecan.

2.2 By entering into an agreement with Taecan, Client agrees to Taecan's delivery and general terms and conditions.

2.3 The delivery conditions also include cancellation conditions. Client must inform the Participant(s) of a Course of these cancellation conditions. Client indemnifies Taecan against possible claims from Participant(s) in the event that the delivery and general terms and conditions do not apply and/or are not shared by Client to Participant(s).

## **Article 3 - Price and Payment**

3.1 The prices for a Course (updated for the current calendar year) are listed on the Taecan website at <https://taecan.nl/price-list>

Taecan is a language institute, and education is exempt from VAT within the Netherlands. This applies to legally regulated education as well as general, vocational, and arts education. It makes no difference for independent entrepreneurs. <https://business.gov.nl/regulation/vat-rates-exemptions/#art:exemption-from-vat>

3.2 Interim adjustments that could not reasonably have been foreseen in advance can influence the design and duration of a Course. Taecan reserves the right to make interim adjustments in order to deliver the quality desired by Client. Additional costs will be charged pro rata and in consultation with Client. Changes may occur, for example, in training content, training dates, and training location. Changes do not give grounds for terminating an agreement.

3.3 Payment (in Euros) to Taecan must be made by Client within 14 days after the invoice date. Payment is made without any deduction or settlement and without Client being allowed to block its payment obligation by seizing itself or otherwise. Taecan reserves the right to demand advance payment.

3.4 In the event of late payment, Client is in default due to the mere expiry of a payment term. Without further notice of default, Taecan reserves the right to charge Client immediately the due and payable default interest of 4% from that date, whereby part of a month is counted as a whole month.

3.5 All costs, both judicial and extrajudicial—including the costs of legal assistance from Taecan—that Taecan must incur as a result of Client's failure to fulfill its obligations will be borne by Client. Taecan's extrajudicial collection costs are determined in accordance with the collection rate of the Dutch Bar Association.

3.6 If Taecan has undertaken to perform services for a specific or indefinite period of time, it is entitled to adjust the agreed rates annually as of January 1 by written notice to

Client via email, if these keep pace (at most) with the CBS Consumer Price Index (Total Cao-sectoren, 2010 = 100: <https://www.cbs.nl/nl-nl/cijfers/detail/82838NED>).

## **Article 4 - Intake**

### **4.1 Intake Interview**

(a) After Client contacts Taecan via email, phone, or WhatsApp found on the website or any disseminated marketing materials, Taecan will schedule a free-of-charge, 30-minute phone call with Client in the English language to determine the goals of Client (the **"Intake Interview"**). Intake Interviews will take place during Business Hours on Business Days.

(b) If Participant is different from Client, Taecan and Client will reserve a timeframe within Business Hours on one or two Business Days to complete Intake Interviews with the Participant(s).

### **4.2 Intake Form**

Once the Intake Interview is completed and a Confirmation Date is finalized per **Article 5**, Taecan will email a Word document to Client with the same and/or additional questions to be answered in written form (the **"Intake Form"**). Client will distribute the Intake Form to the Participant(s) of a Course. Each Participant must complete the Intake Form and return the completed Intake Form to Taecan within 10 Business Days via the email address found under Article 14.2.

4.3 The Intake Interview and Intake Form will help assess the reason and purpose for a Course, and will help Taecan tailor each lesson in a Course to Client and/or Participant(s).

## **Article 5 - Confirmation of Course**

5.1 (a) If Client is a private individual, Taecan will email Client with an outline of the Course discussed in the Intake Interview. Client will reply via email if they are in agreement. The date of the Client email agreement will be considered the confirmation date.

After the confirmation date, a cooling-off period of 14 days applies, calculated from the confirmation date by Taecan, within which Client can terminate the agreement free of charge, in writing via the email address found under Article 14.2.

(b) If Client is a company, Taecan will email Client with a quote. If Client agrees with the quote, Client will return the quote to Taecan via the email address found under Article 14.2 with a signature and date confirming the terms in the quote. The date provided by Client will be considered the confirmation date.

(together, the **"Confirmation Date"**)

## Article 6 - Delivery

6.1 (a) For a Course for an individual, the date(s) will be determined and recorded in advance in consultation with Client.

(b) For a Course for a group, the date(s) will be determined and recorded in advance in consultation with the Client and/or Participants. In the event of too many registrations for one Course or insufficient registrations for a particular Course, Taecan reserves the right, in consultation with Client and/or Participants, to register the Participants for the next Course in order of registration.

These dates will be recorded in writing when the Course is confirmed.

6.2 Agreed dates will be adhered to, provided that circumstances beyond Taecan's control make this impossible. See further **Article 11 – Force Majeure**. Deviation from dates due to unforeseen circumstances does not give the client the right to terminate the agreement.

## Article 7 – Cancellation Policy

### 7.1 Cancellation of Course

(a) If Client is a private individual

If there is an agreement regarding a Course with a fixed start date, the following cancellation policy and interim termination policy apply after any cooling-off period has expired. Client will then pay a reasonable fee for the work already performed, including the Start-up costs. For the sake of clarity, below is an overview of these costs as a percentage of the agreed price. These percentages concern the maximum compensation to be paid.

up to 2 Calendar Months before the start	10% of the agreed price
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*e.g. if the start date is 12 August, cancellation would be no later than 31 May*

between 2 Calendar Months and 1 Calendar Month before the start	30% of the agreed price
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*e.g. if the start date is 12 August, cancellation would be no later than 30 June*

between 1 Calendar Month and 2 Calendar Weeks before the start	50% of the agreed price
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*e.g. if the start date is 12 August and is in Week Number 33, cancellation would be no later than Sunday of Week Number 30*

less than 2 Calendar Weeks before the start	100% of the agreed price
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*e.g. if the start date is 12 August and is in Week Number 33, cancellation would no longer be possible as of the Monday of Week Number 31*

The cancellation of a Course must be in writing via the email address found under Article 14.2. Taecan will confirm the cancellation via a reply email.

(b) If Client is a company

After signing the quotation, the full costs will be charged in the event of cancellation.

If Client wishes to make a change in the planning, this can be done free of charge in consultation with Taecan and within the capabilities of Taecan, up to four Calendar Weeks before the originally planned date.

## 7.2 Cancellation of an individual lesson within a Course

(a) If Course is for private lesson(s)

If notice is received at least 2 Calendar Days in advance, Client can reschedule the lesson to a later date in consultation with Taecan.

If notice is received with less than 2 Calendar Days' notice, Client forfeits the lesson and the full lesson price will be charged.

Notice must be given per Article 14.2.

(b) If Course is for group lesson(s)

If Client is unable to attend a lesson during a Course, the full course fee remains due and the missed hours will be forfeited.

## Article 8 - Termination of Agreement

An agreement ends automatically after execution of an assignment. Unless the parties agree otherwise, an agreement can only be terminated prematurely by dissolution, and only if Client, after proper written notice of default, imputably fails to fulfill essential obligations under the agreement. The dissolution must take place by registered letter. If Taecan has already carried out part of the assignment at the time of dissolution, the agreement can only be partially dissolved, and only for that part that has not yet been carried out.

Taecan may terminate an agreement in whole or in part with immediate effect, without judicial intervention, by means of a written notice to Client via email if Client is declared bankrupt, if it is granted a (provisional or otherwise) suspension of payments, if he is otherwise unable to meet his payment obligations or if his company is liquidated or terminated. Taecan will never be obliged to pay any compensation due to this dissolution.

## Article 9 - Liability

9.1 Taecan is in no way liable for any claims from Client resulting from this agreement with exception of article 9.2.

9.2 Taecan can only be liable for damages resulting from intent or willful recklessness on the part Taecan. This liability will be limited to the maximum amount per claim which will be paid out in that case to Taecan under the liability insurance taken out by Taecan. If the insurance mentioned above was not taken out or, for whatever reason, the insurance

mentioned above does not give claim to payment, or if no payment takes place, the liability of Taecan will be limited to no more than the amount invoiced to and paid by Client in previous six months.

9.3 Taecan shall never be liable for indirect losses.

9.4 Client indemnifies Taecan for any liability or claim by any and all third parties that result from or are caused by the execution of this agreement, the Course or services Taecan performed.

## **Article 10 - Goods Designated by or Provided by Client**

If Taecan carries out assignments using items designated or provided by Client, only the execution of the assignment falls under the responsibility of Taecan and the use of those items is at the risk of Client.

## **Article 11 - Confidentiality**

11.1 Taecan and Client undertake to maintain confidentiality of confidential information of Client. Taecan and Client will take reasonable precautions in order to fulfill this obligation as best as possible.

11.2 Material specially developed for Client may only be made available by Client to Client's employees who participate in a Taecan course. Accordingly, this material may not be made public by traditional and state-of-the-art electronic means or otherwise.

## **Article 12 - Force Majeure**

If proper performance by Taecan is wholly or partially impossible as a result of one or more circumstances for which Taecan is not responsible, either temporarily or permanently, Taecan has the right to terminate the agreement in whole or in part without having to pay any compensation. Taecan will not be responsible for, among other things, restrictive government regulations, strikes, illness, transport problems, non-compliance with suppliers' obligations, malfunctions in production machines, natural and/or nuclear disasters, riots and/or threats of war. Dissolution of the agreement does not affect the validity of these general terms and conditions between the parties.

## **Article 13 - Telecommunications**

If telecommunications facilities (e-learning) are used for training, the parties are each responsible for the correct choice and timely availability on their side. Taecan is not liable for loss or corruption of data or processing results during the transmission of that data using telecommunications means.

#### **Article 14 - Notice**

14.1 All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation; or (b) when sent via WhatsApp and upon receipt by the sending party of written confirmation by the receiving party.

14.2 The contact details of Taecan are as follows:

email address: yvonne@taecan.nl

phone number: +31 6 8367 8044

14.3 The contact details of Client will be provided on the Confirmation Date.

14.4 The contact details of Taecan and Client may be updated in writing from time to time.

#### **Article 15 - Governing Law**

The agreement between Taecan and Client is governed by Dutch law. All disputes that may arise between Taecan and Client as a result of an agreement concluded by Taecan and Client, or as a result of further agreements that may result from this, will be settled by the competent court in Amsterdam, unless Taecan is the plaintiff or requesting party and chooses the competent court of Client's place of residence or business.