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# General terms and conditions

DenkProducties B.V. having its registered office in Amsterdam, the Netherlands

Except where expressly agreed otherwise in writing, our terms and conditions shall read as follows:

## Article 1: General provisions

1.1 These terms and conditions shall apply to all our offers and agreements.

1.2 In these terms and conditions, the term "participant" means: a natural person who will participate in a program pursuant to an agreement with DenkProducties B.V.

1.3 For the purpose of these terms and conditions, an "In-company training" means any course, seminar, training, course, conference, congress, workshop, production, lecture or masterclass organized by DenkProducties B.V. at the request of a customer.

1.4 In these terms and conditions 'cancellation' means: unilateral termination of the agreement by either the customer or DenkProducties B.V.

1.5 These terms and conditions are accepted by the other party by requesting a quotation or information, registering participants in writing or by telephone for a course, training, workshop, conference or seminar, concluding agreements or otherwise having work carried out by us, or entering into negotiations with us.

1.6 Wherever these conditions refer to a seminar this shall also include any other activity organized and/or carried out by us in any form whatsoever and by whatever name it may be.

1.7 These conditions shall prevail over any general conditions of the other party.

## Article 2: Offers and formation of the agreement

2.1 All offers made by us are without obligation, unless otherwise indicated below. They should also be regarded as a whole.

2.2 Acceptance of an offer is made by online registration on our website by you with us.

Acceptance of an offer implies for you that you accept the offer and the resulting (payment

or other) obligations and you are therefore also obliged to comply with these obligations. We shall subsequently send you an order confirmation, except in the case of a situation as referred to in article 2.4.

2.3. Whether or not you have received the order confirmation does not affect your obligations as stated in this article.

2.4 If due to circumstances, including the nature, scope or urgency of the assignment, no order confirmation has been sent, the invoice is considered to be an order confirmation.

2.5 We reserve the right to refuse assignments without giving any reason.

2.6 Each agreement is entered into by us under the suspensive condition that you - exclusively at our discretion - appear to be sufficiently creditworthy for the financial performance of the agreement. Modifications to the agreement must be agreed in writing by the parties.

2.7 If an offer is accompanied by budgets, plans, catalogs or other documents, these remain at all times our property and must be returned to us at first request. They may not, without our explicit prior written consent, be reproduced, copied in any way whatsoever or passed on to third parties or made available for inspection.

2.8 You hereby explicitly authorize us, if and insofar as we deem it necessary or desirable within the limits of the assignment given by you, to have work performed by third parties at your expense as well as to transfer rights and obligations resulting from the agreement to third parties.

### **Article 3: Pricing**

3.1 The prices quoted are exclusive of 21% VAT and must be paid inclusive of VAT, unless otherwise indicated.

3.2 Prices are in Euros, unless expressed in another currency.

### **Article 4: Invoicing and payment**

4.1 Invoices will be sent to the invoice address provided by you, which does not affect your own payment obligation towards us.

4.2 Unless otherwise agreed, invoices must be paid within 14 days of the invoice date, without a claim for set-off or discount. Unless otherwise agreed, the full amount will be invoiced immediately after your request for our offer.

4.3 If any term of payment prescribed in the condition or separately agreed is exceeded, you will be in default by operation of law without further notice. We shall in that case be entitled to proceed to collection without further notice of default.

4.4 In addition to the principal sum and the interest charge for late payment, you shall owe us all costs, both judicial and extrajudicial, incurred by us in collecting our claim and for retaining our rights. The extrajudicial costs are set at 15% of the principal sum, with a minimum of € 112.50, plus the VAT due.

4.5 Without prejudice to the above, in the event of non-payment or late payment or non or improper fulfilment of any of your obligations we shall be entitled, without prior notice of default, to cease further deliveries or to suspend the fulfilment of our obligations, without prejudice to our right to compensation for all direct, indirect and consequential damage, including loss of profit and without prejudice to all other rights to which we are entitled by law.

4.6 We are at all times entitled to demand advance payment, cash payment or security for

payment from you, even after the agreement has been concluded. If you fail to do so, we shall be entitled without prior notice of default to cease further deliveries or to suspend the fulfilment of our obligations, without prejudice to our right to compensation for the damage referred to in article 4.5 and without prejudice to all other rights accruing to us by law.

#### **Article 5: Complaints**

5.1 Complaints about goods and/or services delivered to you should be communicated to us in writing, stating reasons, within 8 days of delivery, failing which you will be deemed to have accepted the goods delivered and to have waived all rights and powers available to you under the law and/or the agreement.

5.2 The submission of a complaint will not affect the fulfilment of payment obligations.

#### **Article 6: Obligations on our part**

6.1. We will perform our services to the best of our knowledge and with due regard for reasonableness and fairness.

#### **Article 7: Force Majeure (non-attributable failure of performance)**

7.1. In the event of force majeure, we shall be entitled to suspend the performance of the agreement or to dissolve the agreement definitively. Consultations will be held with the Other Party to that end.

7.2. Force majeure shall in any case include: - strikes; - excessive absenteeism among our staff; - any calamity which means that we are unable to reach the place where the course is to be given on time; - government measures which indirectly affect the implementation of the agreement; - shortcomings in the performance of our suppliers; - as well as any shortcoming in the performance on our part which cannot be attributed to our fault and which by virtue of law, legal action or generally accepted practice should be borne by us, except in the case of gross negligence on our part.

7.3. If a seminar speaker is unable to attend, we have the right to provide a substitute seminar speaker. If it is not possible to engage a replacement seminar speaker, a new date for the seminar to be held will be set by mutual agreement.

7.4. For that part of the agreement which has been performed by us we shall be entitled to claim payment on a pro-rata basis.

#### **Article 8: Liability**

8.1 The organization and execution of programs as well as the preparation of course material shall be done to the best of DenkProducties B.V. However, we cannot warrant any inaccuracies or omissions in the course material or announced during the course, workshop, seminar, training, congress, master class or conference.

8.2 Participation in the programs is at the own risk of the participant and customer, DenkProducties B.V. therefore accepts no liability for loss, theft or damage of property of the participant(s) or customer during the program, or for personal injury sustained by the participant(s) during the program.

8.3 The actions of the customer or the participant with respect to the (contents of) the program and the course material are entirely at the risk of the customer and the participant(s). With the exception of intent or gross negligence, DenkProducties B.V. will not be liable to the customer and the participant(s) for damage of any nature whatsoever,

whether direct or indirect, resulting from the actions taken by the customer or the participant(s) with respect to the program or the course material or its contents.

8.4 If, with due observance of the provisions of the previous paragraph of this article, it turns out that the damage and/or any disadvantage incurred should be borne by DenkProducties B.V., the total liability of DenkProducties B.V. will never exceed an amount equal to the price agreed upon at the conclusion of the agreement.

8.5 The burden of proof with respect to any alleged liability of DenkProducties B.V. rests with the customer, which is accepted by the latter.

### **Article 9: Copyright**

9.1 We reserve the copyright on the provided designs, images, drawings, sketches, teaching materials and offers. These documents shall remain our property and may not be copied, shown to third parties or used in any other way without our explicit permission.

9.2 If an offer laid down in a quotation is not accepted by the other party, the latter shall return the quotation complete with designs, illustrations and drawings, etc. postage paid, to us within 14 days of the date of the decision.

### **Article 10: Dissolution**

10.1 If you are declared bankrupt, cede assets, apply for a suspension of payments or all or part of your assets are seized;- (in the case of a natural person) you are deceased or are placed under guardianship;- you fail to fulfil or fail to properly fulfil any obligations incumbent on you by virtue of the law or the agreement;- you fail to pay an invoice amount or part thereof within the stipulated period or fail to comply with our request for advance payment, cash payment or security for payment pursuant to article 4. 6 of these General Terms and Conditions; - if you proceed to discontinue or transfer your company or an important part thereof, including the contribution of your company to a company to be founded or already existing, or proceed to change the objective of your company, we have the right, by the mere occurrence of one or more of these circumstances, to dissolve the agreement in whole or in part by means of a written statement, without any judicial intervention or notice of default being required, as well as the right to demand immediate and full payment of any amount owed by you by virtue of the agreement entered into, without any warning or notice of default being required, without prejudice to our right to compensation for all direct, indirect and consequential damage, including loss of profit and without prejudice to all other legal rights to which we are entitled.

10.2 If, even after a written reminder to that effect, we fail to fulfil our obligations or fail to do so properly or in good time, you are entitled to dissolve the contract concerned in respect of the defective part thereof, without however being able to make a claim for compensation for loss (of dissolution), without prejudice to the applicability of the provisions in these conditions relating to the retention of title.

### **Article 11: Cancellation in general**

11.1 Evening seminar & Blended classes. Cancellation of an agreement made with us is not possible, unless explicitly stated otherwise in these general terms and conditions or in the agreement itself, or agreed upon further in writing between parties.

11.2 Day seminar. Cancellation of an agreement made with us is only possible up to 3 weeks before the start of the meeting, unless explicitly stated otherwise in these general terms and conditions or in the agreement itself, or agreed upon further in writing between parties. In

that case, in addition to any cancellation costs, you will always owe an amount of euro 150,- for administration costs.

11.3 Cancellation for a Live online course or Digital course is possible until two weeks before the program. After that you will owe the full amount.

11.4 Incompany: Cancellation of an agreement made with us is only possible up to six weeks before the start of the meeting, unless explicitly stated otherwise in these general terms and conditions or in the agreement itself, or agreed upon further in writing between the parties.

#### **Article 12: Statute of limitations**

12.1 Any claim against us regarding an agreement to which these conditions apply must be made within a period of 1 year after the end of the seminar provided by us. If this is not complied with, all rights which the other party could derive from such a claim shall lapse.

#### **Article 13: Execution of the agreement**

13.1 We shall execute the agreement entered into with the customer to the best of our knowledge and ability and in accordance with the requirements of good craftsmanship (or have it executed), but we reserve the right to make improvements and other changes to the program.

#### **Article 14: Number of participants**

If the number of participants for a program to be given is below the minimum number set by us, we are entitled to cancel the program. In such a case the client may be offered the opportunity to register the participant for another program, in default of which the invoice amount will be credited to the client and, if the invoice amount has already been paid, will be refunded, as in the case that the client does not accept registration for another program.

#### **Article 15: Competent court**

15.1 All disputes arising from agreements to which these conditions apply will be exclusively assessed by the competent court in Amsterdam.

#### **Article 16: Applicable law**

16.1 All our transactions are exclusively governed by Dutch law.

Amsterdam, January 2022