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General Training Conditions

Established by the B.M.W.T. (Association of Manufacturers and Traders in Construction Machines, Warehouse Systems, Road Construction Machines and Transport Equipment), having its registered office in The Hague, the Netherlands, filed with the Registry of the District Court of The Hague on 6 January 2015.

Article 1. Definitions; scope of application

1.1 In these general training conditions (hereinafter: the "Conditions"), the terms set out below have the following meanings:

Supplier: a B.M.W.T member company;

Participant: any natural person who has enrolled in a Training with the Supplier or participates in a Training and/or the legal person who has enrolled an employee/employees in a training with the Supplier or arranges for an employee/employees to participate in a Training;

Training: all courses, training or educational programmes, online and otherwise, that are provided by the Supplier.

1.2 These Conditions apply to all enrolments, offers, proposals, agreements and legal actions to or with the Participant. General conditions of the Participant are explicitly excluded.

1.3 Deviations from and/or supplements to these Conditions can only explicitly be agreed in writing.

Article 2. Enrolment

2.1 Enrolment in a Training must be effected by means of the (electronic) registration form. By signing or (online) completion of the registration form, the Participant declares to have received and agreed to the Conditions.

2.2 Upon receipt of the registration, the Supplier shall send the Participant a written confirmation together with the invoice for the Training in question, unless explicitly agreed that the invoice will follow at a later date. A trainings agreement between the Supplier and the Participant shall only be concluded if this written confirmation has been provided. The Supplier is free, without stating reasons, to refuse the registration of a Participant.

2.3 If the registration form is not completed fully or correctly or truthfully, the Supplier shall be entitled to refuse the Participant(s) access to the Training. No right to reimbursement shall exist in respect of invoices already paid.

Article 3. Training - time, place, certification

3.1 Trainings are provided between the times and in the places specified in the confirmation of enrolment.

3.2 Lunch(es), coffee, tea and soft drinks are provided by the Supplier and are considered to be included in the price of the Training, unless stated otherwise in the confirmation of enrolment.

3.3 After successfully completing the Training, the Participant shall be given a certificate by the Supplier as proof of participation and completion of the Training.

Article 4. Invoicing and payment

4.1 The prices applied by the Supplier for Trainings are in Euros and excluding VAT, unless stated otherwise in the confirmation of enrolment.

4.2 Invoices must be paid prior to commencement of the Training, unless explicitly agreed otherwise. The Supplier shall be entitled to refuse the Participant access to the Training if payment has not been made in time, notwithstanding his other rights such as, but not restricted to, the right to still demand payment.

4.3 The Participant shall not be entitled to suspend his payment obligation or settle invoices with possible claims against the Supplier.

4.4 The Supplier reserves the right to at all times adjust the price of the Training. If the Supplier increases the price of the Training after the enrolment or confirmation of the enrolment, the Supplier shall notify the Participant accordingly. The Participant shall in that case be entitled to cancel his enrolment, and the Supplier, insofar as applicable, shall reimburse the already paid price, with the proviso that the cancellation is submitted within 5 working days after the date on which the price increase was announced.

Article 5. Disqualification from participation in a Training

5.1 If the knowledge level of a Participant for a specific Training is insufficient, or if the Supplier suspects an insufficient knowledge level, then the Supplier shall, for reasons of safety or otherwise, be entitled to deny the Participant access to the Training or disqualify him or her from further participation in the Training.

5.2 If a Participant behaves objectionably, is intoxicated due to the use of alcohol and/or drugs, or creates (potentially) dangerous situations during the Training, then the Supplier shall be entitled to disqualify the Participant in question from further participation in the Training.

Article 6. Cancellation and replacement

6.1 The Participant can only cancel his enrolment in writing. If a cancellation is received by the Supplier prior to a period of 10 days before the Training date, that cancellation shall have no financial consequences for the Participant, and the payment for the Training shall, insofar as already effected, be reimbursed by the Supplier.

6.2 If a cancellation is received by the Supplier in the period between 6 and 10 days prior to the Training date, the Supplier shall be entitled to charge 50% of the participation costs to the Participant.

6.3 If a cancellation is received by the Supplier 5 days or less prior to the Training date, the Supplier shall be entitled to charge the full price of the Training to the Participant.

6.4 The provisions of articles 6.1 up to and including 6.3. shall apply regardless of the reason for cancellation.

6.5 The Supplier reserves the right to cancel a Training in the event of insufficient interest. If the invoice for the cancelled Training has already been paid, then the Participant shall be entitled to participate in the first-following similar Training. No right to reimbursement exists in respect of already paid invoices.

6.6 If a Participant is unable to participate, then a replacement may enrol in the Training, with the proviso that the Supplier is informed accordingly in writing and the details of the replacement are communicated to the Supplier in writing by no later than 24 hours prior to the Training.

Article 7. Changes

7.1 The Supplier reserves the right to at all times, and without specifying reasons, change the contents, dates, location and/or other specifications of a Training. The Supplier shall not be liable for any subsequent costs or losses incurred by the Participant. If a new date is established for the Training and the Participant is unable to attend on that date and the invoice for the Training has been paid, then the Participant shall be entitled to participate in the first-following similar Training. No right to reimbursement exists in respect of already paid invoices.

Article 8. Intellectual property

8.1 All intellectual property rights on training material issued by the Supplier, including but not restricted to manuals, brochures and sheets, are vested in the Supplier, his licensor(s) or third party right holders. Such training material is exclusively meant for use by the Participant and may not be reproduced, disclosed or given to third parties without prior permission from the Supplier.

8.2 If the Participant acts in violation of the provisions of article 8.1., he shall incur a one-time penalty of € 5.000 payable to the Supplier. The Supplier shall also be entitled to demand compensation from the Participant for losses incurred by the Supplier.

Article 9. Liability

9.1 Any liability on the part of the Supplier towards the Participant for losses is subject to the following provisions:

a. For damages consisting of injury or impairment of health, whether or not resulting in death, and subsequent damages, the Participant shall be entitled to compensation to the extent that the Supplier receives relevant payment under a liability insurance, subject to a maximum of 1,125,000 Euros for each claim.

b. For damages consisting of material damage or the full or partial loss of property and the consequential damages, the Participant shall be entitled to compensation to the extent that the Supplier receives relevant payment under a liability insurance, subject to a maximum of 45,450 Euros for each claim or series of related claims.

c. For all damages other than those referred to under a. and b. above, the Participant shall not be entitled to compensation, unless those damages are the result of intent or wilful recklessness solely on the part of the management of the Supplier.

d. The Participant shall see to it that he is insured against third party liability and accidents.

Article 10. Governing law and jurisdiction

10.1 The legal relationship between the Supplier and the Participant shall exclusively be governed by Dutch law.

10.2 All disputes between the Supplier and the Participant shall exclusively be settled by the Court in whose area of jurisdiction the Supplier has his principal place of business. The Supplier shall, however, at his own discretion be entitled to bring the Participant before the Court in whose area of jurisdiction either the Supplier or the Participant has his principal place of business.