

Terms and Conditions - Symbol B.V.

1. Applicability

- a. All our offers, all agreements and all service that needs to be provided by us are exclusively subject to our terms & conditions.

2. Offers and realization of the agreements

- a. All our offers are non-binding, unless otherwise specified. Offers need to be seen as a whole.
- b. Accepting one of our offers must be done in written form or through explicit affirmation from you.
- c. Accepting one of our offers also includes that you accept the offer and the resulting (payment or other) responsibilities and you are obligated to honor these responsibilities.
- d. With online registration the confirmation of registration serves as order confirmation. In case no registration confirmation has been sent, the invoice will serve as order confirmation.
- e. Every agreement will be entered into under the condition of suspension that you are creditworthy for the agreement.
- f. Changes in agreements need to be made in writing and with the involvement of both parties.
- g. We are authorized to engage third parties for the purpose of the realization of the agreement as concluded between the parties and to charge the costs involved to the client in accordance with that agreement.
- h. As long as any assignment is in place, as well as for one year after completion or termination of any assignment, the client and any party in close relationship to the client, shall be prohibited from entering into any employment or other agreement with an employee from Symbol.
- i. If, during the term of this agreement, and/or within one year of termination of the contract, the employee involved in the performance of this agreement remains or will perform at or for the client without the intervention of and/or without the consent of the contractor, the contractor will be required to pay 25% of the gross annual salary with a minimum of € 25,000 per employee.

3. Invoicing and payment

- a. Unless otherwise stated on the face hereof, stated prices do not include any customs duties, sales, use, value added, excise, federal, local or other taxes. All such duties or taxes shall be paid by customer, or, in lieu thereof, customer shall provide Symbol with an appropriate tax exemption certificate. Prices are in euros.
- b. Invoicing of multiple days of training will be done in the week the training starts.
- c. Unless otherwise set forth, payment terms are net thirty (30) days from date of invoice, without appeal for settlement or discount.
- d. We have the right to reject assignments without justification.
- e. When exceeding the agreed deadline for payment you are directly in omission in default by operation of the law without further serving notice. In this case we are authorized to proceed to collection without further serving notice. You will be charged with all judicial and extrajudicial costs and a default interest will be included of 1.0% per month over the capital sum.
- f. Without prejudice to the previous statements, in case of non-payment or in case payment does not take place before the deadline or any part of the agreement is not or not sufficiently fulfilled we are authorized without further notice to stop the supply and adjourn all our responsibilities, without prejudice to our right to restitution of all direct, indirect and consequential loss, including loss of profit and all other legal rights that apply to us.
- g. At all times we are entitled to ask you for prepayment, cash payment or another way to be certain that you will be able to fulfill the payment, even after the realization of the agreement.

4. Publicity

- a. Complaints concerning delivered items and/or services need to be announced in writing with elaboration and within no more than eight (8) days after delivery, if this writing is not received you have accepted the delivered goods/services and renounce all rights and competencies that the law or the agreement provide you.
- b. Declining a placed order or submitting a complaint does not change the responsibility of payment.

5. Retention of title and intellectual property

- a. The content of the training materials that are at your disposal may not be multiplied, saved in an automatic database or made public without our preliminary permission.
- b. All delivered items remain our property until all costs (specified in the agreement) that you owe us are fulfilled entirely.
- c. All rights regarding intellectual property provided by us or material developed because of the agreement will remain exclusively ours or our licensor's.
- d. The intellectual property right of the materials are and remain our property even in case you gradually made adjustments in the material.
- e. It is not allowed to use the abovementioned materials outside the scope of the agreement or to provide the materials to third parties without permission.
- f. There are restrictions on disclosure. All parties are obligated to hold the provided information in strictest confidence and may not disclose such information to third parties without prior, written consent of the disclosing party.

6. Liability

- a. Only in case of a deliberate or grave fault from us or one of our employees we are accountable based on the agreement that we agreed on or based on the law.
- b. We are not responsible for consequential damage that you or a third party may suffer, including the loss of business or (permanent) injury.
- c. We are not responsible for the shortcomings of third parties that were hired by us.
- d. Without prejudice to the previous statements, our contractual and/or legal responsibilities are, at all times, limited to the amount that is specified in the agreement excluding taxes.
- e. You will protect us from all claims of third parties, in case they (directly or indirectly) make a claim to us as a result of, or regarding the agreement Symbol made with you.
- f. Without prejudice to the previous statements, our contractual and/or legal responsibilities are, at all times, limited to the amount that is covered by our liability insurance.

7. Termination

- a. The agreement can be dissolved at any given time, without legal intervention, Symbol is entitled to dissolve all or part of the agreement with immediate effect if:
 - i. The other party is declared bankrupt or is granted a (temporary or definitive) suspension of payment.
 - ii. (concerning a natural person) passes away or is placed into receivership.
 - iii. the contractor acts contradictory to one of the statements in the terms and conditions.
 - iv. the contractor fails to fulfill the obligation of payment to us.
- b. In case we, even after a written reminder, fail to fulfill our duties or these are not delivered on time or these are not fulfilled good enough, you may dissolve the concerning agreement, but without the possibility to claim compensation for damage, without prejudice to the applicability of the previously stated terms and conditions in the fifth (5th) article.

8. Annulment or rescheduling open training

- a. After signing up for an open training the participant has a period of fourteen (14) workdays to reconsider this action, within this period of time the participant may unenlist.
- b. No payment will be billed when annulment of the training is done more than four (4) weeks before the start of the concerning training.
- c. Annulment between four (4) and two (2) weeks before the start of the concerning training 50% of the amount will be billed
- d. After annulment of training within 2 (2) weeks before the start of the concerning training 100% of the amount will be billed, unless the annulment of training takes place within fourteen (14) workdays as stated under the first statement (a) of the eighth (8) article.
- e. After annulment you will receive a confirmation per e-mail. Only this e-mail serves as proof of the annulment. If you have not received an e-mail, please contact us.
- f. After the start of the training it is not possible to annul the enlistment. In all cases it is possible – after consultation with us – a replacement with the same educational need may take your place.
- g. In case you miss a day of a training that lasts multiple days, you can attend the missed day at a later date in another training. We will charge € 75,- because of administration costs and meeting arrangements
- h. Regarding in-company training and coaching, you will be charged with extra costs when you wish to move the training to another date, thirty (30) days before the agreed start of the training. These costs will be at least 50% of the daily rate (thirty (30) days before the agreed date) and will increase to 100% of the daily rate (one (1) day before the agreed date).

9. Annulment or replacing a service assignment

- a. After placing a service assignment (in-company training, coaching, consultancy or other form of service assignment) you have eight (8) days to annul the assignment free of charge.
- b. After the start of the service assignment annulment is not possible.
- c. The agreed planning may be changed till thirty (30) days before the start of the assignment, free of charge (with a maximum of 3 months).
- d. When moving the date within thirty (30) days before the actual effort extra costs will be charged. These costs will be at least 50% of the daily rate (thirty (30) days before the agreed date) and will increase to 100% of the daily rate (one (1) day before the agreed date).

10. Exam provisions

- a. When taking an exam the exam provisions apply that are specified by the certification authority.
- b. When taking an exam you are obligated to be able to identify yourself.

11. Applicable right and authorized judge.

- a. Concerning all offers and assignments that are subject to these terms and conditions, only the Dutch law is applicable.
- b. All disputes, arising from or connected to offers, assignments, agreements or commitment to which these terms and conditions apply shall at first be exclusively settled by an absolute authorized judge in the jurisdiction of Almelo.