



GENERAL TERMS & CONDITIONS

These general terms and conditions apply to all services, offers, quotations, invoices and agreements of and with T42 Coaching & Training.

(Last filed version: February 28, 2025)

Article 1 – Company description

T42 Coaching & Training is one of three trade names under which services are provided by Mr. J.J. Surie, based on registration in the trade register, as such to be distinguished from T42 Projecten and T42 Translations, insofar as services to be provided per assignment remain clearly distinguishable, and as such is in principle primarily a provider of training in social skills and communication, as well as life coaching, career coaching, return-to-work guidance and team coaching – whereby other services in the areas of advice, translations, copywriting and editing, respectively, will in principle be provided under the other trade names mentioned, to which different or additional (general) terms and conditions announced as such may be declared applicable in that case.

Article 2 – Definitions

- 2.1 **T42 Coaching & Training:** Mr. J.J. Surie, trading under the name T42 Training & Coaching, located at Apollolaan 296, 2324 CA Leiden, registered in the Trade Register under number.94371709.
- 2.2 **Customer:** the person, company, or agency that commissions T42 Training & Coaching to provide services.
- 2.3 **Client:** the person who receives coaching, training, guidance, or a workshop from T42 Training & Coaching.
- 2.4 The client and the customer may be one and the same, but this is not necessarily the case.
- 2.5 **Services:** all products and services supplied by T42 Coaching & Training to the customer, including advice, training, coaching and other forms of guidance, all in the broadest sense of the word, as well as all other work performed for the customer of whatever nature, carried out in the context of an assignment, including work performed without an express request from the customer.

Article 3 – Applicability

- 3.1 These general terms and conditions apply to all verbal and written offers, quotations, agreements, and other legal relationships of or with T42 Training & Coaching and all related actions, both preparatory and executive, unless otherwise agreed in writing.
- 3.2 These general terms and conditions also apply to agreements with T42 Coaching & Training if third parties must be involved in the execution thereof. T42 Coaching & Training expressly rejects the applicability of any conditions of the client, unless T42 Coaching & Training has expressly agreed to this in writing.
- 3.3 Any deviations from these general terms and conditions are only valid if expressly agreed to in writing.
- 3.4 If parts of these general terms and conditions are tacitly not applied, no rights can be derived from this.
- 3.5 If any provision of these general terms and conditions is found to be contrary to law or invalid for any other reason, the remaining provisions of these general terms and conditions will remain in full force.

Article 4 – Quotations and offers

- 4.1 All quotes and offers from T42 Coaching & Training are non-binding, unless explicitly stated otherwise.
- 4.2 Quotes and offers are valid until the date stated thereon. After that date, no rights can be derived from quotes and offers.
- 4.3 Quotes and offers from T42 Coaching & Training are based on the information provided by or on behalf of the customer.
- 4.4 Amounts stated in quotes and offers are exclusive of VAT, unless otherwise stated.
- 4.5 Quotes or offers, or accepted assignments, may contain further price agreements, such as those regarding the hiring of third parties, use of accommodations, resources, travel and accommodation expenses, etc.



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- 4.6 For all work, the price is calculated based on an hourly rate or set at a nominal amount.
- 4.7 Quotes and offers do not automatically apply to future assignments.
- 4.8 T42 Coaching & Training cannot be held to a quotation if the customer can reasonably understand that there must be an obvious error or typo in (part of) the quotation.

Article 5 – Establishment and performance of the agreement

- 5.1 As long as a quote or offer has not yet been received in writing or digitally signed for approval, T42 Coaching & Training reserves the right to use its own availability in other ways.
- 5.2 The agreement between T42 Coaching & Training and the customer is concluded when T42 Coaching & Training's offer is accepted or, if no quote or offer has been submitted, when T42 Coaching & Training confirms the assignment in writing.
- 5.3 If T42 Coaching & Training has submitted a quote, an assignment is granted by returning this signed quote, or by providing written or digital approval for a quote submitted digitally by T42 Coaching & Training.
- 5.4 The agreement is also deemed to have been concluded in accordance with T42 Coaching & Training's quote as soon as T42 Coaching & Training has commenced the actual provision of services. T42 Coaching & Training or any third party acting on its behalf will carry out the work to be performed by or on behalf of T42 Coaching & Training in accordance with the requirements of good workmanship and to the best of its knowledge and ability.
- 5.5 For work related to advice, training, guidance, and coaching, the conclusion of the agreement between the customer and T42 Coaching & Training constitutes an obligation of means for the latter, but cannot constitute an obligation of results.
- 5.6 If it has been agreed to carry out the assignment in phases, T42 Coaching & Training can suspend the execution of those components that belong to a subsequent phase, until the results of the previous phase have been approved in writing by the client.
- 5.7 If, due to force majeure, T42 Coaching & Training cannot reasonably be expected to fulfill the agreement, the execution of the agreement will be suspended and performed at a later date, or the agreement will be terminated, all without any obligation to pay damages.

Article 6 – Delivery times

- 6.1 Any agreed or specified periods with regard to the execution of work and/or the delivery of goods are never to be regarded as a fatal term.
- 6.2 If a delivery time is exceeded, this does not obligate T42 Coaching & Training to pay damages, and the customer is not entitled to suspend obligations under the agreement or to terminate the agreement.
- 6.3 Delivery times are based on working conditions as expected at the time the agreement is concluded. Delivery times will be extended as necessary if a delay occurs due to changes in the aforementioned working conditions, through no fault of T42 Coaching & Training.

Article 7 – Provision of information by the customer

- 7.1 T42 Coaching & Training will only request data necessary for the performance of the agreement.
- 7.2 The customer shall ensure that all personal data requested by T42 Coaching & Training, or which the customer could reasonably understand is necessary for the performance of the agreement, is provided, in any case no later than fourteen days after T42 Coaching & Training has made an initial request.
- 7.3 If the data required for the performance of the agreement are not provided in a timely manner, T42 Coaching & Training is entitled to suspend the performance of the agreement and charge the customer for the additional costs resulting from the delay at its usual rates. Only after the customer has provided T42 Coaching & Training with all necessary data will performance commence and the performance period begin..
- 7.4 If, after the agreement has been concluded, changes occur in the data provided by the customer, the customer must notify T42 Coaching & Training of these changes as soon as possible.



Article 8 – Execution of the agreement

T42 Coaching & Training reserves the right at any time to determine how the agreement should be executed. T42 Coaching & Training also reserves the right at any time to have an assignment, or parts thereof, carried out by third parties without the customer's consent if T42 Coaching & Training deems this beneficial for the proper execution of the assignment, unless this would be manifestly contrary to the nature of the assignment or would seriously harm the customer's interests.

Article 9 – Changes to the agreement

- 9.1 If, during the fulfillment of the assignment, adjustments or additions prove necessary for proper execution, T42 Coaching & Training will adjust the agreement in a timely manner, in consultation with the customer and other parties involved.
- 9.2 Changes to the nature, scope, or content of the agreement, whether qualitatively or quantitatively, whether or not at the request or instruction of the customer, may constitute a more than minor change from what was previously agreed and lead to an increase or decrease in the originally agreed amount. T42 Coaching & Training strives to provide insight into such potential consequences in advance.
- 9.3 If the agreement is amended, this may also result in a different performance period. The customer agrees to the possible need to amend the agreement, including any adjustments to the price and performance period.

Article 10 – Force Majeure

- 10.1 T42 Coaching & Training is not obligated to fulfill any obligation under an agreement with the customer if force majeure prevents this, either temporarily or permanently.
- 10.2 Force majeure applies to all circumstances beyond the control of T42 Coaching & Training, including, but not limited to: fire, accident, illness, strikes, riots, transport restrictions, seizure, attachment, full or partial default of a third party from whom goods or services are received, restrictive government measures, disrupted energy supply, natural disasters, epidemics, war, revolution, and mobilization. Force majeure also includes all other reasonably unforeseeable circumstances beyond the control or risk of T42 Coaching & Training, on the basis of which, if such a circumstance had been known at the time the agreement in question was concluded, T42 Coaching & Training would not have entered into this agreement or would only have entered into it under different conditions.
- 10.3 For as long as the force majeure situation persists, T42 Coaching & Training may suspend its obligations under the agreement. If this period of force majeure lasts longer than two months, both parties have the right to terminate the existing agreement without being obligated to compensate the other party for damages. Work performed by T42 Coaching & Training before the occurrence of the force majeure situation may be invoiced to the customer.
- 10.4 Illness on the part of T42 Coaching & Training, of any nature whatsoever, is expressly considered force majeure under these terms and conditions.

Article 11 – Termination, (interim) cancellation and suspension

- 11.1 The customer has the right to terminate the agreement after its conclusion by registered letter.
- 11.2 If the customer terminates the agreement at least two months before execution of the agreement begins, the customer is obligated to pay 50% of the agreed amount.
- 11.3 If the customer terminates the agreement less than two months but at least two weeks before execution of the agreement begins, the customer is obligated to pay 75% of the agreed amount.
- 11.4 If the customer terminates the agreement less than two weeks before execution of the agreement begins, the customer remains obligated to pay the full agreed amount.
- 11.5 If, after the agreement begins, either the customer or the client designated by the customer terminates participation in coaching, training, guidance, or a workshop prematurely or is otherwise unable to participate, this does not create a right to a refund.
- 11.6 In the event of force majeure as described in Article 10, T42 Coaching & Training has the right to suspend the agreement for a maximum of six months, or to (partially) terminate the agreement. In the latter case, the customer is entitled to a full refund of the amount paid to T42 Coaching & Training.



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- 11.7 If the predetermined minimum number of participating clients for a training course is not reached, T42 Coaching & Training has the right to terminate the agreement and thus cancel the training course up to two weeks before the start of the training course. In this case, the customer is entitled to a full refund of the amount paid to T42 Coaching & Training.
- 11.8 A private customer and client, not acting in the exercise of a profession or business and considered a consumer, has the right to terminate participation in coaching, training, guidance, or a workshop, as well as to terminate their relationship with T42 Coaching & Training, without giving reasons.
- 11.9 Without prejudice to the provisions of the other clauses of this article, T42 Coaching & Training is entitled to suspend the fulfillment of obligations towards the customer or to dissolve the agreement in whole or in part by means of a written notice to the customer, without any notice of default or judicial intervention and without being liable for any damages, without prejudice to T42 Coaching & Training's right to demand performance or damages, in the event that:
- [a] – the customer fails to fulfill, fails to properly fulfill, or fails to fulfill in a timely manner any obligation under the existing agreement, including the provisions of these terms and conditions, and the customer still fails to fulfill its obligations after a written notice and within 14 days of the date thereof;
 - [b] – the customer has been declared bankrupt or a petition has been filed with the court;
 - [c] – the customer has applied for a moratorium or has been granted one;
 - [d] – the customer's business is closed down or liquidated if the customer's assets are seized;
 - [e] – the customer is placed under administration or guardianship, including the execution of a request for application under the Natural Persons Debt Restructuring Act.

Article 12 – Cancellations

- 12.1 T42 Coaching & Training reserves the right to cancel a coaching session, coaching programme, training, or workshop without giving reasons, or to refuse participation by a customer, or to refuse a participating client designated by the customer. In that case, the customer is entitled to a refund of the entire amount already paid to T42 Coaching & Training.
- 12.2 T42 Coaching & Training strives to always keep appointments or, if desirable, to reschedule them to another, more suitable time. A private customer and client, not acting in the exercise of a profession or business and considered a consumer, has the right to cancel or reschedule an individual coaching or guidance session, training, or workshop free of charge up to 48 hours before the start. In the event of a cancellation less than 48 hours before the start, T42 Coaching & Training reserves the right to charge the agreed price.

Article 13 – Fees and payment

- 13.1 For assignments with a duration of more than one month, the agreed rate will be invoiced periodically by T42 Coaching & Training, unless otherwise agreed in writing.
- 13.2 For coaching or guidance for private customers, to be considered consumers, the agreed rate will be invoiced per session.
- 13.3 Payment of the agreed rate will be made within fourteen days of the invoice date, to the bank account designated by T42 Coaching & Training, without deduction or offsetting, unless otherwise agreed in writing.
- 13.4 All (extra)judicial collection costs incurred by T42 Coaching & Training as a result of the customer's failure to meet their payment obligations will be borne by the customer.
- 13.5 If T42 Coaching & Training uses third parties to carry out the agreement, a surcharge may apply to the amount charged to T42 Coaching & Training by these third parties.
- 13.6 Only the customer is obligated to pay the agreed fee for T42 Coaching & Training's services, unless otherwise agreed in writing.
- 13.7 Objections to the invoice amount do not suspend the customer's payment obligation.
- 13.8 If the customer fails to pay the invoice on time, they will immediately be in default without notice of default, and will also owe T42 Coaching & Training statutory interest from that moment on. In that case, T42 Coaching & Training may decide to suspend the provision of services to the customer or terminate the agreement with immediate effect. T42 Coaching & Training will inform the customer in writing of any intention to suspend the provision of services or terminate the agreement.



Article 14 – Privacy and confidentiality

- 14.1 T42 Coaching & Training and the other parties are obligated to maintain confidentiality of all confidential information, whether oral or written, that they receive from each other or from other sources in connection with the agreement. Information is considered confidential if this follows from the nature of the information or if the parties make this known.
- 14.2 T42 Coaching & Training will treat all information provided by the customer as strictly confidential, unless otherwise agreed.
- 14.3 T42 Coaching & Training obligates any employees or collaborating third parties to due care, confidentiality, and secrecy. However, T42 Coaching & Training is not liable for any breach of confidentiality by employees if T42 Coaching & Training can demonstrate that it could not have prevented this breach.

Article 15 – Processing of personal data

- 15.1 T42 Coaching & Training adheres to the statutory rules regarding the protection of personal data as laid down in the General Data Protection Regulation (GDPR) or Dutch Algemene verordening gegevensbescherming (AVG) from the moment (personal) data is obtained until it can be destroyed.
- 15.2 Personal and other data provided by the customer will be treated confidentially and will only be processed by or on behalf of T42 Coaching & Training to the extent necessary for the provision of services.
- 15.3 The data provided will be recorded in a file. This data will not be made available to third parties, unless it concerns a third party with whom T42 Coaching & Training collaborates.
- 15.4 T42 Coaching & Training and the counterparties will never share data with third parties without each other's express written consent, except with third parties with whom they collaborate in the context of the agreement or as necessary based on the nature of the agreement. In that case, the other party's consent is deemed to have been granted upon entering into the agreement.
- 15.5 When considering and executing an agreement, personal data may need to be exchanged with third parties. The parties must do this carefully and with sufficient technical security, at least with adequate security on equipment and sufficiently secure transmission. T42 Coaching & Training obliges any employees or collaborating third parties to maintain due care, confidentiality, and secrecy.
- 15.6 T42 Coaching & Training and the counterparties will exercise all necessary care to prevent the loss or unlawful processing of personal data.
- 15.7 T42 Coaching & Training and the counterparties will handle both internal and external storage and processing of files and personal data with care during the applicable statutory retention periods. If a party uses third parties for storage, that party will obligate these third parties to at least the same level of security.

Article 16 – Intellectual property and right of use

- 16.1 All documents produced by T42 Coaching & Training, such as reports, recommendations, calculations, brochures, and course materials, as well as translations and other texts produced by or on behalf of T42 Coaching & Training, are intended exclusively for the customer's use, and the copyright remains with T42 Coaching & Training. The customer is not permitted to publish, reproduce, or share any information from these documents with third parties without the express written permission of T42 Coaching & Training, unless this follows from the nature of the documents provided.
- 16.2 The customer is not permitted to remove or alter any information from the products provided by T42 Coaching & Training concerning their confidential nature or copyrights, trademarks, trade names, or other intellectual or industrial property rights.

Article 17 – Liability and risk

- 17.1 T42 Coaching & Training accepts no liability to the customer as a result of a shortcoming or unlawful act attributable to T42 Coaching & Training.



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- 17.2 T42 Coaching & Training accepts no liability for damage arising from or in connection with services provided by T42 Coaching & Training, unless it is demonstrated that the damage was caused by intent or gross negligence on the part of T42 Coaching & Training.
- 17.3 T42 Coaching & Training accepts no liability for damage arising from the actions or omissions of third parties engaged by T42 Coaching & Training.
- 17.4 T42 Coaching & Training is not liable for any damage resulting from inaccuracy or incompleteness of data provided to T42 Coaching & Training by the customer.
- 17.5 In accordance with Article 5.6, T42 Coaching & Training cannot accept any liability for damages resulting from the client's failure to achieve the coaching, guidance, and training objectives intended by the customer. T42 Coaching & Training expressly makes no guarantees regarding the results and objectives to be achieved in connection with the coaching, guidance, and training provided.
- 17.6 T42 Coaching & Training accepts no liability for damages resulting from exceeding agreed deadlines. T42 Coaching & Training also excludes any liability for business damage or other indirect or consequential damages of any nature whatsoever, including consequential damages, lost profits, lost savings, and damages due to business stagnation.
- 17.7 If T42 Coaching & Training is liable for any damage other than a data breach, the amount will be limited to an amount equal to the total payment under the liability insurance policy taken out by T42 Coaching & Training, including the deductible for T42 Coaching & Training specified therein, plus the invoice value excluding VAT of the assignment in question, or the part of the assignment to which the liability relates.
- 17.8 If, despite all due care, a data breach occurs at T42 Coaching & Training or third parties engaged by T42 Coaching & Training, T42 Coaching & Training will only be liable if the data breach is the result of insufficiently secured systems by T42 Coaching & Training. In such a case, T42 Coaching & Training can only accept liability for direct damage resulting from the data breach, but not for consequential damage.
- 17.9 The extent of any financial liability for direct damage from a data breach will be limited to a maximum of the amount to be paid by T42 Coaching & Training's liability insurer in connection with the data breach, if necessary increased by the amount of fees paid by the customer in the three months prior to the data breach for which liability exists.

Article 18 – Complaints procedure

- 18.1 Any complaints about services provided by T42 Coaching & Training must be submitted to T42 Coaching & Training in writing and with reasons within ten business days following delivery. T42 Coaching & Training can only handle clearly defined complaints. Failing this, the customer is deemed to have agreed to the services provided.
- 18.2 Complaints submitted to T42 Coaching & Training after ten business days or later do not entitle the customer to repair or replacement, except for any goodwill gestures.
- 18.3 Submitting or expressing a complaint does not cancel the customer's payment obligation.

Article 19 – Applicable law

- 19.1 All agreements between T42 Coaching & Training and the customer are governed by Dutch law.
- 19.2 If a dispute arises between the parties, they will endeavor to reach an amicable resolution. If this proves impossible, the dispute will be submitted to the competent court.

Article 20 – Final provisions

- 20.1 These terms and conditions have been filed with the Dutch Chamber of Commerce. In the event of any conflict between the Dutch text and the English translation, the Dutch text will always prevail. Furthermore, the most recently filed version or the version applicable at the time the agreement with T42 Coaching & Training was concluded will always apply.
- 20.2 If any provision in these terms and conditions proves to be null and void or is annulled, all other provisions of these terms and conditions will remain in full force. T42 Coaching & Training and the customer will mutually agree on a new provision to replace the null and void or annulled provision. The purpose and intent of the original provision will be observed as much as possible.
- 20.3 These terms and conditions will remain in force if T42 Coaching & Training changes its name, legal form, or owner.