

Connecting Energy General Terms and Conditions

Revised on 1 August 2021.

General Terms and Conditions of Connecting Energy, with its registered office at Componistenlaan 233, 2215 SR, Voorhout, registered with the Dutch Chamber of Commerce under number 60105127.

Definitions

In these General Terms and Conditions, the following words have the following meanings, unless explicitly stated otherwise.

<i>General Terms and Conditions:</i>	The general terms and conditions as stated below.
<i>Company:</i>	The Client acting in the course of a business or profession.
<i>Consumer:</i>	The Client not acting in the course of a business or profession.
<i>Connecting Energy:</i>	General Terms and Conditions of Connecting Energy, registered with the Dutch Chamber of Commerce under number 60105127.
<i>Service:</i>	All work, in any form whatsoever, that Connecting Energy performs for or on behalf of the Other Party.
<i>Honorarium:</i>	The financial remuneration that has been agreed with the Client for performance of the assignment.
<i>Assignment:</i>	The agreement for the provision of services.
<i>Agreement:</i>	Any agreement concluded between Connecting Energy and the Client.
<i>Client:</i>	The one who has accepted these General Terms and Conditions and has placed an order for the performance of services.

Article 1 Scope

1. These General Terms and Conditions apply to every offer and Agreement concluded between Connecting Energy and the Client, unless the parties deviate from these General Terms and Conditions explicitly and in writing.
2. These General Terms and Conditions also apply to all agreements with Connecting Energy in which third parties are involved in the performance and also apply to those third parties' actions.
3. The applicability of any potential purchase or other general terms and conditions of the client are explicitly ruled out, unless agreed otherwise by the parties.
4. If one or more of the provisions of these General Terms and Conditions are void or voidable, the General Terms and Conditions will continue to apply to all the remaining points. If this situation should arise, Connecting Energy and the Client shall enter into consultations with the aim of agreeing on new provisions to replace the void or voidable provisions.
5. Deviations from the Agreement and General Terms and Conditions are only valid if they have been agreed explicitly and in writing with Connecting Energy.

Article 2 Offers

1. Offers shall be made in writing and/or electronically, unless urgent circumstances make this impossible.
2. All Connecting Energy's offers are without obligation, unless the offer contains a term for acceptance. If a term for acceptance has been given in the offer, the offer shall lapse when this term has expired.
3. The offer is valid for 30 days after the date the offer was issued and shall expire thereafter.
4. Connecting Energy cannot be held to its offers if the Other Party should have understood, according to terms of reasonableness and fairness and conventional practices, that the offer or a portion thereof contained an obvious mistake or clerical error.
5. Connecting Energy shall not be bound by any partial acceptance of the offer. No agreement will be established, unless Connecting Energy indicates otherwise.
6. A combined quotation shall not oblige Connecting Energy to perform parts of the assignment for a corresponding proportion of the quoted price.
7. Offers (prices in offers) do not automatically apply to future assignments.

Article 3 Conclusion of the agreement

The Agreement shall be concluded by full acceptance of Connecting Energy's offer by the Client before the deadline.

Article 4 Term of the agreement

1. The Agreement shall be concluded for a definite term, unless the nature of the Agreement dictates otherwise or if the parties have agreed otherwise explicitly and in writing.
2. The parties shall agree on the duration of the Agreement by mutual consultation. The term of the Agreement shall be laid down in writing.

Article 5 Termination of the agreement

1. Connecting Energy and the Client may terminate the agreement at any time by mutual consent.
2. Both Connecting Energy and the Client have the right to terminate the Agreement for compelling reasons at any time.
3. In addition, Connecting Energy has the right to terminate the Agreement if the Other Party experiences psychological or physical problems necessitating referral to a specialist. If Connecting Energy terminates the Agreement based on the foregoing, Connecting Energy shall refund a portion of the Fee if a total price has been paid instead of payment per session. Refunding shall take place in proportion to the progress of the work.
4. If one of the parties goes into liquidation, applies for a moratorium of payments or ceases commercial operations, the other party shall be entitled to terminate the Agreement early without observation of a notice period. Amounts mutually owed by the parties in the context of work already performed shall be paid to each other, unless demonstrable damages have arisen. In that case, amounts may be offset.

Article 6 Sickness

1. In the case of sickness, Connecting Energy shall be entitled to have its work performed by third parties.
2. Sickness does not fall under force majeure. If Connecting Energy is unable to appoint a third party to perform its work, then the Client shall be obliged to give Connecting Energy an opportunity to resume its work within two weeks and to fulfil the Agreement.
3. If after two weeks Connecting Energy is not capable of resuming its work and in the case of long-term illness, Connecting Energy shall be automatically in default and the Client shall be entitled to terminate the agreement and ask for a refund of the payments on a pro rata basis (for the portion of the work not yet performed).

Article 7 Training courses and/or workshops

1. This provision applies exclusively to training courses and/or workshops.
2. The Agreement shall be concluded by registration of the Client for the training course and/or workshop. Registration may also take place through the employer.
3. The Client will receive a confirmation of receipt from Connecting Energy after registering for a training course or workshop.
4. The Client shall be allowed to register individually for a training course and/or workshop, as long as space is still available. Additionally, the Client shall be allowed to register for the training course and/or workshop up to 24 hours before it starts. Within 24 hours beforehand, this is only possible by oral consultation.
5. If the Client is an employer who has registered for a training course, Connecting Energy and the Client shall determine by mutual consultation where and when the training course and/or workshop will be held.
6. Should there be an insufficient number of participants, and/or in the case of force majeure, Connecting Energy shall be entitled to cancel a training course or workshop, or to reschedule it for a different date. Connecting Energy shall communicate this to the Client no later than one week before the start.

Article 8 Cancellation of workshop and/or training course

1. This provision applies exclusively to training courses and/or workshops.
2. If the Client has registered for a workshop or training course, the Client shall be entitled to cancel the training course and/or workshop.
3. In the case of cancellation, the Client shall owe the full fee or a portion of the Fee. In the case of cancellation, the Client shall be obliged:
 - 24 hours before the start of the assignment, to pay 100% of the Fee;
 - 2 working days before the start of the assignment, to pay 50% of the Fee;
 - 5 working days before the start of the assignment, to pay 25% of the Fee.
4. In addition, if the Client cancels the assignment due to the location costs, Connecting Energy shall charge the Client for the costs according to the general terms and conditions of the location manager.

5. If the Client or an employee is not able to take the training course or workshop, that person shall be entitled in consultation with Connecting Energy to transfer his/her place to a replacement.
6. In the case of illness, Connecting Energy shall be entitled to appoint a replacement or to move the training course or workshop to another location, unless agreed otherwise.
7. In the case of cancellation by Connecting Energy, the Fee shall be fully refunded.
8. In the case of force majeure, see Article 22 of these General Terms and Conditions, the Client shall not be obliged to pay the full amount or a portion of the Fee.

Article 9 Business, life and career coaching

1. This provision applies exclusively to business, life and career coaching.
2. Business, life and career coaching are for individuals and not team coaching. The coaching sessions shall, in such cases, take place with the coach alone.
3. Registration may take place through the Client individually or through the Client's employer.
4. The Client or employer of the Client may register for coaching by email or telephone, unless agreed otherwise.
5. After registration, the Client or employer of the Client will receive a confirmation of the registration and Connecting Energy will plan an intake interview with the Client. If the employer has registered an employee for coaching, the intake interview will take place with the employee.
6. The intake interview is without obligation and no Fee shall be charged.
7. If the intake interview takes place with the employee, Connecting Energy shall send an offer based on the intake interview. After the employer has accepted the offer, the Agreement will be concluded.
8. After the intake interview has taken place between Connecting Energy and the Client, the parties shall decide by mutual consultation whether an Agreement will be concluded between the parties.
9. Connecting Energy shall be entitled to decide on the basis of the intake interview not to conclude an Agreement with the Client for reasons of its own.
10. If both parties conclude an Agreement after the intake interview has taken place, both parties shall agree the terms, conditions and other arrangements after the intake interview. The parties shall, in any case, set out the scope of the Agreement and the rates.

Article 10 Team coaching

1. This provision applies exclusively to team coaching.
2. Team coaching refers to group coaching and not individual coaching.
3. The employer of a Client or a client as directed by the employer may register by email or telephone for team coaching, unless agreed otherwise.
4. After registration, the Client shall receive a confirmation of the registration and Connecting Energy shall plan an intake interview with the Client.

5. Connecting Energy shall charge its usual rates for the intake interview. Connecting Energy shall inform the Client hereof in advance.
6. After the intake interview has taken place between Connecting Energy and the Client, the parties shall decide by mutual consultation whether an Agreement will be concluded between the parties.
7. After the intake interview has taken place, Connecting Energy shall present an offer to the Client.
8. If both parties conclude an Agreement after the intake interview has taken place, both parties shall agree the terms, conditions and other arrangements after the intake interview. The parties shall, in any case, set out the term of the Agreement and the rates. Connecting Energy shall present an offer to the Client with the applicable rates.
9. Connecting Energy shall be authorised to raise its rates once a year with a maximum of 10% for assignments that last longer than one year. It shall also be authorised to adjust its rates due to statutory amendments and/or apply an adjusted rate for services performed in the evenings or weekends.

Article 11 Consultancy

1. This provision applies exclusively to consultancy services.
2. If the Client engages Connecting Energy for consultancy services, Connecting Energy shall plan an introductory interview with the Client.
3. The intake interview shall be without obligation and no Fee shall be charged.
4. Connecting Energy shall present an offer to the Client based on the introductory interview. If the Client accepts the offer, an Agreement will be concluded between the parties.

Article 12 Co-management

1. This provision applies exclusively to co-management.
2. Co-management shall, generally speaking, take place at the location of the Client's company, unless agreed otherwise.
3. The Client or employer of the Client may register by email or telephone for coaching, unless agreed otherwise.
4. After registration, the Client or employer of the Client shall receive a confirmation of the registration and Connecting Energy will schedule an intake interview with the Client. If the employer has registered an employee, the intake interview shall take place with the employee.
5. The intake interview shall be without obligation and no Fee will be charged.
6. If the intake interview takes place with the employee, Connecting Energy will send an offer based on the intake interview. After the employer has accepted the offer, the Agreement will be concluded.
7. After the intake interview has taken place between Connecting Energy and the Client, the parties shall decide by mutual consultation whether an Agreement shall be concluded between the parties.
8. If both parties conclude an Agreement after the intake interview has taken place, both parties shall agree the terms, conditions and other arrangements after the intake interview. The parties shall, in any case, decide on the term of the Agreement and the rates.

Article 13 Amendments to the Agreement

1. If during the performance of the Agreement it emerges that amendments or additions are necessary to perform the Agreement properly, Connecting Energy shall inform the Client hereof as quickly as possible. The parties shall then proceed to amend the Agreement in a timely fashion and by mutual consultation.
2. If the parties agree that the Agreement should be amended or supplemented, this may influence the time needed for completion of the services. Connecting Energy shall inform the Client hereof as quickly as possible.
3. If the amendment or addition to the Agreement has financial, quantitative and/or qualitative consequences, Connecting Energy shall inform the Client hereof in advance. Connecting Energy may, for these reasons, jointly and separately refuse an amendment proposed by the Client without entering into default.
4. If a fixed Fee, price and/or rate has been agreed, Connecting Energy shall thereby indicate how the amendment or addition to the Agreement affects the price. Connecting Energy shall thereby endeavour, insofar as possible, to give a price indication in advance.
5. Connecting Energy shall not apply any additional charges if the amendment or addition is the result of circumstances that can be attributed to Connecting Energy.
6. Amendments to the originally concluded Agreement between the Other Party and Connecting Energy are only valid from the time that these amendments have been accepted in writing by both parties by means of an amended or supplemented Agreement.

Article 14 Performance of the Agreement

1. Connecting Energy shall perform the Agreement to the best of its ability and understanding and in accordance with high standards. This is an obligation of effort not an obligation of result.
2. Connecting Energy shall be entitled to have certain services performed by third parties. The application of Book 7, Sections 404, 407(2) and 409 of the Dutch Civil Code are explicitly excluded.
3. Connecting Energy shall be entitled to perform the Agreement in phases.
4. If the Agreement is performed in phases, Connecting Energy shall be entitled to invoice every part that has been performed separately and require payment of the same. If and as long as this invoice has not been paid by the Client, Connecting Energy shall not be obliged to perform the next phase and is entitled to suspend the Agreement.
5. If the Agreement is performed in phases, Connecting Energy shall be entitled to suspend performance of those parts that belong to the subsequent phase or phases until the Client has approved the results of the preceding phase in writing.
6. The Client shall provide all details and instructions necessary for performance of the Agreement, or which the Client should reasonably understand are necessary for performance of the Agreement, to Connecting Energy in good time. If incorrect details have been provided to Connecting Energy and the same has performed the assignment based on an incorrect understanding of the situation, Connecting Energy shall not be liable or responsible and not obliged to make changes to the training sessions that have already been given.

7. If the prior information and instructions have not been provided or have not been provided on time, then Connecting Energy shall be entitled to suspend performance of the Agreement. The extra costs incurred by delays shall be charged to the Client.
8. Connecting Energy shall be provided with a suitable space and other facilities needed to perform the Assignment. If this is not possible, and external space and facilities need to be found, the parties shall enter into consultations. The Client shall in such a case bear the costs that are associated with engaging these facilities.

Article 15 Prices and rates

1. Prices and rates for the Client in the capacity of Consumer are expressed in euros, including VAT and other government levies, unless indicated otherwise.
2. Prices and rates for the Client in the capacity of Business are expressed in euros, excluding VAT and other government levies, unless indicated otherwise.
3. Prices and rates are exclusive of travel, accommodation, packaging, delivery or shipping charges and administration charges, unless indicated otherwise.
4. If no rate has been explicitly agreed, the rate will be determined based on the actual number of hours worked at Connecting Energy's customary hourly rate.
5. For all additional charges, Connecting Energy shall inform the Client thereof in a timely manner before the Agreement is concluded, or provide information which can be used by the Client to calculate the charges.

Article 16 Changes to fees, prices and rates

1. If when concluding the Agreement, Connecting Energy agrees to a fixed Fee, price or rate, then Connecting Energy shall be entitled to raise the same, including when the Fee, price or rate was not originally given under those conditions.
2. If Connecting Energy intends to change the Fee, price or rate, it shall inform the Client hereof as quickly as possible.
3. If the increase in the Fee, price or rate takes place within three months of concluding the Agreement, the Client shall be allowed to dissolve the Agreement by means of a written statement, unless:
 - the rise is a result of an authorisation or obligation resting on Connecting Energy by virtue of law;
 - the cause of the rise can be found in a rise in the price of natural resources, wages etc. or on other grounds that could not reasonably have been foreseen when the Agreement was concluded;
 - Connecting Energy is still prepared to implement the Agreement based on the originally agreed amount.
4. The Client shall be entitled to terminate the Agreement, if the Fee, price or rate is raised after three months have passed since the Agreement was concluded.
5. Connecting Energy shall inform the Client in the event of a proposed rise in the Fee, price or rate. Connecting Energy shall report thereby the amount and the date on which the rise takes effect.

Article 17 Execution times

1. The work shall be performed within a period to be indicated by Connecting Energy.
2. If a period has been agreed for execution, then this period is merely indicative and should never be regarded as a final deadline.
3. If Connecting Energy needs information or instructions from the Client that are necessary for the execution, the execution time shall commence after the Client has provided Connecting Energy with such data.
4. Should the period be exceeded, the Client must give Connecting Energy notice of default, whereby Connecting Energy shall as yet be offered a reasonable period in which to execute the agreement.
5. A notice of default shall not be required if execution remains impossible or it is otherwise evident that Connecting Energy will not perform its obligations under the Agreement. If Connecting Energy does not proceed to execution within this period, the Client shall be entitled to terminate the Agreement without judicial intervention, in accordance with the law.

Article 18 Payment

1. Payment shall take place by means of money transfer into a bank account designated by Connecting Energy or in cash at the time of purchase, unless agreed otherwise.
2. Payment is possible in advance, in the interim period and in arrears.
3. Payment in arrears must take place within 14 days of the invoice date in a manner indicated by Connecting Energy and in the currency stated on the invoice, unless agreed otherwise.
4. The Client shall not be entitled to deduct anything from the amount owed due to a counterclaim made by it.
5. Connecting Energy is entitled to invoice the Client for the services performed in the current period. In such a case, invoicing shall take place either by week or by month.
6. Connecting Energy and the Client may agree that payment in instalments shall take place in proportion to the progress of the work. If payment in instalment are agreed, the Client shall be obliged to pay according to the terms and percentages as these have been set in the Agreement.
7. Objections to the amount of the invoice shall not suspend payment obligation.
8. The Other Party shall automatically be in default, without notice of default, after 14 days have passed from the invoice date. From the time of default, the Other Party shall owe interest at 2% per month on the due and payable amount, unless statutory interest is higher. The Client shall also owe actual costs of collection, without prejudice to Connecting Energy's right to compensation for other damages for the account of the Client.
9. In the event of liquidation, suspension of payment or guardianship, Connecting Energy's claims and the Other Party's obligations vis-à-vis Connecting Energy shall be immediately due and payable.
10. If in the opinion of the Client, the amount of the Fee charged by Connecting Energy, or the other amounts charged, are incorrect, the Client must inform the same hereof as quickly as possible after receipt of the statement, but no later than within fourteen days of the receipt of the statement, supported by reasons. If there is no objection, it shall be assumed that the Client has unconditionally agreed to the invoice and no further claims will be processed.

Article 19 Collection charges

1. If the Other Party is in default or fails to meet its obligations in a timely manner, then all costs incurred to obtain an out-of-court settlement shall be borne by the Client.
2. With regard to extrajudicial (collection) costs, insofar as the Client is acting in the capacity of a Company, in deviation from Book 6, Section 96(5) of the Dutch Civil Code and the Extrajudicial Collection Costs (Fees) Decree, Connecting Energy shall be entitled to compensation at 15% of the total outstanding principal, with a minimum of €90 for each invoice that has not been paid or only partially paid, unless the invoice is less than or equal to €90, in which case it shall pertain to half of the amount owed.
3. With regard to extrajudicial (collection) costs, insofar as the Client is acting in the capacity of a Consumer, Connecting Energy shall be entitled to the maximum allowable compensation, as stated in the Extrajudicial Collection Costs (Standards) Act and the corresponding Extrajudicial Collection Costs (Fees) Decree.
4. Insofar as the Client is acting in the capacity of a Consumer, Connecting Energy is only entitled to compensation of extrajudicial (collection) costs after Connecting Energy has sent a reminder to pay the outstanding invoice or invoices within 14 days after the Client entered into default, and Connecting Energy referred in that reminder to the consequences of a continued failure to make payment, including owing extrajudicial collection costs, which must be specified in the reminder letter.
5. Any reasonably incurred judicial and execution charges shall likewise be borne by the Client.

Article 20 Suspension

1. If the Client does not satisfy an obligation under the Agreement, or does not satisfy it fully or on time, Connecting Energy shall be entitled to suspend compliance with the corresponding obligation. For partial or unsatisfactory compliance, suspension shall only be allowed insofar as the shortcoming justifies it.
2. Furthermore, Connecting Energy shall be authorised to suspend its obligations if:
 - Connecting Energy becomes aware of circumstances after the Agreement has been concluded that provide good grounds for anticipating that the Client will not comply with its obligations;
 - the Client was requested to provide security for satisfaction of the obligations under the Agreement when the Agreement was concluded, and this security has not been provided or is unsatisfactory;
 - circumstances arise of such a nature that compliance with the Agreement is impossible or maintaining the Agreement without amendments cannot reasonably be demanded of Connecting Energy.
3. Connecting Energy reserves the right to claim compensation for damages if its performance must be suspended due to an incident or fact that lies within the control of the Client.

Article 21 Termination

1. If the Client does not satisfy an obligation under the Agreement, or does not satisfy it fully, on time or properly, Connecting Energy shall be authorised to terminate the Agreement with immediate effect, unless the limited impact of the shortcoming does not justify termination. Connecting Energy must, moreover, first send the Client notice of default and indicate that it intends to dissolve the Agreement, unless the Client states that it will not be satisfying the obligation.
2. Furthermore, Connecting Energy shall be authorised to terminate the Agreement with immediate effect if:

- Connecting Energy becomes aware of circumstances after the Agreement has been concluded that provide good grounds for anticipating that the Client will not comply with its obligations;
 - the Client was requested to provide security for satisfaction of the obligations under the Agreement when the Agreement was concluded, and this security has not been provided or is unsatisfactory;
 - due to delays on the part of the Client, Connecting Energy can no longer be required to comply with the Agreement under the conditions originally agreed;
 - circumstances arise of such a nature that compliance with the Agreement is impossible or maintaining the Agreement without amendments cannot reasonably be demanded of Connecting Energy;
 - the Client is put into liquidation, has submitted an application for suspension of payment, requests that debt rescheduling scheme for natural persons be applied, is confronted with seizure of all or a portion of their assets;
 - the Client is placed under guardianship;
 - the Client passes away.
3. Termination shall take place by means of written notification without judicial intervention. Termination shall not be imposed retrospectively.
 4. If the Agreement is dissolved, all Connecting Energy's claims vis-à-vis the Client shall be immediately due and payable, if termination lies within the Client's control.
 5. If Connecting Energy terminates the Agreement on the basis of one of the foregoing grounds, Connecting Energy shall not be liable for any costs or compensation for damages.
 6. If the termination can be attributed to the Client, the Client shall be liable for any damages suffered by Connecting Energy.

Article 22 Force majeure

1. A shortcoming shall not be attributed to Connecting Energy or the Other Party if the shortcoming cannot be attributed to their fault, nor shall it be for their account under law, legal action or customary business practices. In such a case, the parties shall also not be obliged to satisfy the obligations arising from the Agreement.
2. In these General Terms and Conditions, force majeure shall be understood to mean, in addition to the meaning given in law and case law, all external causes, unforeseen, upon which Connecting Energy is unable to exercise any influence whatsoever and by which Connecting Energy is not capable of satisfying its obligations.
3. Circumstances regarded as giving rise to force majeure shall include, among others: industrial action, lock-out, fire, water damage, natural disasters or other externally caused calamities, mobilisation, war, traffic restrictions, blockades, import or export restrictions or other government measures, shortage of manpower, as well as every other situation that obstructs the normal course of operations as a result of which Connecting Energy cannot be reasonably demanded by the Client to comply with the Agreement.
4. Connecting Energy shall also be entitled to claim force majeure if the circumstances that obstruct compliance or further compliance with the Agreement commence after Connecting Energy should have satisfied its obligation.
5. In the case of force majeure, the parties shall not be obliged to continue with the Agreement, nor are they obliged to furnish any kind of compensation for damages.

6. Both Connecting Energy and the Client are allowed to suspend their obligations fully or partly for the duration of the force majeure period. If this period lasts for more than 2 months, both parties shall be entitled to terminate the Agreement with immediate effect, by means of written notification, without judicial intervention, without the parties being able to make any claim for compensation for damages.
7. If the situation of force majeure is of a temporary nature, Connecting Energy shall reserve the right to suspend the agreed performance for the duration of the situation of force majeure. In the case of a permanent situation of force majeure, both parties shall be entitled to terminate the Agreement extrajudicially.
8. If at the time the force majeure commences Connecting Energy has already partially satisfied its obligations under the Agreement, or will be satisfying these obligations, and the already satisfied or to be satisfied portion of the obligations have an independent value, Connecting Energy shall be entitled to invoice the already satisfied or to be satisfied portion separately. The Client is obliged to pay this invoice as if it concerned a separate Agreement.

Article 23 Guarantees

1. The agreement between Connecting Energy and the Client shall lead to a best-efforts obligation and not an obligation of result. Connecting Energy therefore warrants that the services it performs shall comply with the agreement and shall be executed properly.
2. The guarantee given in these General Terms and Conditions applies to use within the whole of the Netherlands.
3. If the Services performed are not satisfactory, following written notification thereof from the Client, Connecting Energy shall proceed within a reasonable period to repair or to provide extra services/training session from Connecting Energy.
4. When the term of the guarantee has expired, all costs for extra acts or training sessions to repair the situation, including administration, shipment, and travel charges, shall be for the Client's account.
5. Every form of guarantee shall lapse if a shortcoming has arisen as a consequence, or it is a consequence of changes that the Client or third parties made to the documents supplied, or incorrect interpretation on the part of the Client. Neither shall Connecting Energy be liable for any potential damages arising as a result of these shortcomings.
6. The guarantee likewise lapses if a shortcoming or misunderstanding has arisen or is the consequence of circumstances over which Connecting Energy has no influence.

Article 24 Inspection and complaints

1. The Client shall be obliged to inspect the Service at the time of execution, but in any case within 3 days of execution. In addition, the Client should inspect whether the quality and quantity of the Services delivered and performed accord with that which has been agreed, or at least that they fulfil the requirements that apply to the same in normal business practice.
2. Complaints must be reported to Connecting Energy within 3 days of execution in writing.
3. The right to a refund or partial refund of the price, repair or recovery or compensation for damages shall lapse if the complaints have not been reported within the applicable period, unless a longer period arises from the nature of the Service or circumstances of the case.

4. Payment obligations shall not be postponed if the Client informs Connecting Energy of the complaint within the applicable period.

Article 25 Liability

1. Execution of the Assignment shall occur entirely at the risk and responsibility of the Client. Connecting Energy shall solely be liable for direct damages that arise due to gross negligence or intent on the part of Connecting Energy.
2. Connecting Energy shall never be held liable for indirect damages, including in any case consequential damages, loss of profit, loss of savings, business interruptions or immaterial damages of the Client.
3. Connecting Energy shall not be held liable for damages of any nature whatsoever arising due to Connecting Energy's use of incorrect and/or incomplete data provided by the Client, unless the accuracy or completeness should have been known to Connecting Energy.
4. In the event that Connecting Energy should be liable for any kind of damages, Connecting Energy's liability shall be limited to twice the amount indicated on the invoice or up to the amount covered by Connecting Energy's liability insurance, increased by the deductible that Connecting Energy carries in accordance with the insurance.
5. If the parties have agreed an agreement with a term of more than one month, the corresponding amount shall be set at a maximum of twice the Fee that the Client was invoiced one month prior to the damages arising.
6. The Client shall be obliged to report the damages to Connecting Energy for which Connecting Energy can be held liable as quickly as possible but in any case within 10 days of the damages arising, on pain of cancellation of any right to compensation for these damages.
7. Any liability claim against Connecting Energy shall lapse within one year of the Client having become informed of the circumstance that caused the damage or having reasonably been capable of being informed of such.

Article 26 Indemnification

1. The Client indemnifies Connecting Energy for any potential liabilities of third parties who suffer damage in connection with performance of the Agreement and that are attributable to the Client.
2. If Connecting Energy should be held liable by third parties, the Client shall be obliged to assist Connecting Energy both in and out of court. All costs and damages on the part of Connecting Energy and third parties shall further be at the expense and risk of the Client.

Article 27 Time limit

1. For all claims against Connecting Energy and for any third parties engaged by Connecting Energy, a time limit of one year shall apply, in deviation from the legal period of limitation.

Article 28 Intellectual property

1. Connecting Energy reserves the right and authorisation that accrue to it on the grounds of Dutch copyright legislation and other intellectual legislation and regulations.

2. Connecting Energy shall retain the intellectual property rights regarding study and course materials that have been made available by Connecting Energy. In addition, Connecting Energy shall retain the intellectual property rights regarding methods and techniques applied or used during the training courses and coaching sessions, unless agreed otherwise in writing.
3. Connecting Energy reserves the right to use any knowledge acquired by performing the services for other purposes, insofar as no confidential information will be made known to third parties.

Article 29 Confidentiality

Both Connecting Energy and the Other Party are obliged to maintain confidentiality during the period and after termination of the Agreement regarding all facts and details of which the individual knows or could reasonably have suspected that these were confidential. This confidentiality obligation also covers all information regarding employees, clients, customers and other relations about whom information has been acquired by virtue of the Assignment.

Article 30 Privacy and cookies

1. The data and information that the Other Party provides to Connecting Energy and Connecting Energy collects shall be kept carefully and in confidentiality.
2. Connecting Energy may only use the Other Party's personal data in the context of execution of the agreement or processing a complaint.
3. When visiting the website, Connecting Energy may collect information about the Other Party's use of the website by means of cookies.
4. The information Connecting Energy collects by means of cookies may be used for functional or analytical purposes.
5. Connecting Energy is not permitted to lend, hire out, sell or publish the Other Party's personal data in any other way.
6. If Connecting Energy should be obliged on the grounds of a legal provision or judicial ruling to provide confidential information to third parties, and Connecting Energy may not claim any right of refusal in the matter recognised under law or by the authorised court, then Connecting Energy shall not be obliged to pay compensation for damages or restitution. In addition, the Other Party is not entitled to terminate the Agreement on the grounds of any damages arising therefrom.
7. The Other Party agrees that Connecting Energy can approach the Other Party for statistical research or customer satisfaction research. If the Other Party does not want to be approached for such research, the Other Party shall communicate this.
8. Connecting Energy reserves the right to use other anonymised data of the Other Party for research, including statistical research, and in the database. Connecting Energy has laid this all down in a privacy statement, which may be found at www.connectingenergy.nl/over/privacyverklaring/ (in Dutch). The provisions under this article shall only apply to natural persons for whom assignments are performed.

Article 31 **Applicable law and disputes**

1. The law of the Netherlands exclusively shall apply to all legal actions whereby Connecting Energy forms one of the parties. This shall also apply if an obligation is performed wholly or partly outside the country or if the Other Party's place of residence is outside the country.
2. Disputes between Connecting Energy and the Client shall exclusively be brought before the authorised court in the district of The Hague, unless imperatively prescribed otherwise by law.

Article 32 **Location**

These General Terms and Conditions were filed at the District Court of The Hague on 13 September 2021 under number 14/2021.