

General Terms & Conditions of Wageningen Academy

October 06, 2016

Wageningen Academy is a component of Wageningen University that works with the Stichting Wageningen Research under the name Wageningen University & Research.

These General Terms and Conditions are filed at the Central Gelderland Chamber of Commerce in Arnhem.

Article 1

Definitions

Customer: a party (Agent/Principal), whether a natural or legal person, engaged in a business or profession, or a Consumer entering into a legal transaction with Wageningen Academy.

Consumer: a natural person not engaged in a business or profession.

Course/Training: standard group courses, training sessions, seminars, courses, programmes, modules and master classes offered by Wageningen Academy, for which participants can register on an individual basis.

Participant: any person registered in a Course/Training offered by Wageningen Academy.

In-company: the assignment given by Ordering Party to Wageningen Academy for the development, organisation and/or execution of a Course/Training for individual participants and groups of participants from an organisation or Customer, for which an Offer is drawn up separately and for which a Contract is entered into between Customer and Wageningen Academy.

Offer: the offer made by Wageningen Academy to Ordering Party to provide an In-company Course/Training at a given price (as stated in the Offer).

Order: the assignment given by a Customer for the provision of a Course/Training, whether or not it is an In-company Course/Training.

Ordering Party: the natural or legal person who negotiates with Wageningen Academy for the development, organisation and/or execution of an In-company Course/Training or who has, in any way, commissioned Wageningen Academy to do so.

Agreement: a contract, including a Distance Contract, whereby Wageningen Academy

undertakes to provide Customer with one or more Courses/Training sessions, whether or not they are In-company Courses/Training sessions, for a stated price.

Distance Contract: any contract or agreement entered into with Consumer by electronic or telephonic means, having the same legal force as a written contract.

Article 2

Applicability

2.1
These Terms and Conditions shall apply to all Agreements, including Distance Contracts, entered into with Wageningen Academy.

2.2
These Terms and Conditions may be made available to Customer – before Customer registers or commissions electronically – through a *hyperlink to a pdf form* in such a way that these may be stored simply on a durable data carrier by Customer and, as a result, be accessed at a later time. If not reasonably possible, Wageningen Academy shall, before the contract is entered into, indicate where these Terms and Conditions may be viewed electronically, and, upon request, transmit the Terms and Conditions to Customer by other means (paper) at no cost to Customer.

2.3
By submitting an Order, Ordering Party accepts the applicability of these Terms and Conditions. Wageningen Academy expressly rejects the applicability of any general terms and conditions of Ordering Party, however defined.

2.4
If any provision of these Terms and Conditions conflicts, in whole or in part, with a provision of any law, or is held to be invalid or unenforceable, the remaining provisions shall not be affected or impaired thereby and shall remain in full force and effect.

2.5
In the event of conflict between these Terms and Conditions and the Agreement, the Agreement shall prevail.

2.6
Unless otherwise agreed in writing, these Terms and Conditions may be amended by Wageningen Academy. Any amendments to these Terms and Conditions shall be published no less than ten (10)

calendar days prior to their entry into force. Publication shall be effected by personal notice or by means of a general notice on the website.

Article 3

Offer and Creation of the Agreement

3.1

An Offer is not binding unless it states a term for acceptance.

3.2

Registration for a Course/Training occurs:

- a. by e-mailing the digital registration form provided by Wageningen Academy;
- b. by filling in the registration form on the website;
- c. by contacting Wageningen Academy by telephone.

3.3

The Agreement is entered into as soon as Wageningen Academy confirms in writing the Ordering Party's Order or the Participant's registration. This confirmation also serves as proof of registration for the particular Course/Training.

3.4

The parties agree that the content of the registration and Order as they are received by Wageningen Academy is fixed. Any expense or risk incurred as a result of input errors made in submitting the registration or Order shall be borne by Customer. The version of the Agreement stored by Wageningen Academy shall be evidence thereof, in the instance of evidence to the contrary from Customer.

3.5

Wageningen Academy may – within statutory parameters – determine whether Customer is able to meet its payment obligations. Wageningen Academy may also examine all those facts and factors that are important for the sound conclusion of an Agreement. If, following this examination, Wageningen Academy has sound reasons for not entering into the Agreement, it then has the right to refuse an application or registration or attach special conditions to the performance of the Agreement. In the event of special conditions, an Agreement shall only be established if Customer accepts these special conditions.

Article 4

Implementation of the Agreement

4.1

Wageningen Academy has the right to:

1. institute interim changes to a programme Course/Training if such change would benefit the quality of same;
2. replace programme Course/Training lecturers, if the lecturer is prevented from carrying out his or her duties due to force majeure;
3. change the time and location of a Course/Training;
4. cancel a Course/Training due to insufficient enrolment. Registered Participants will be notified, after which their obligations will lapse and/or payments will be refunded;
5. refuse new enrolments for an existing Course/Training, if the maximum number of registrations has been reached or if a Course/Training is cancelled.

4.2

All time limits listed in the Offer are estimates. Wageningen Academy shall not be in default by mere expiry of the term. If it appears that Wageningen Academy will likely substantially exceed a term, Wageningen Academy shall notify and enter into consultations with Ordering Party .

Article 5

Price and Payment

5.1

Participants who have registered by any means (whether or not through the Wageningen Academy website) for a Course/Training shall receive an invoice from Wageningen Academy three weeks prior to the Course/Training to the provided billing address. Payment must be made in full in euros. Payment in instalments is not accepted.

5.2

In the event of an In-company Course/Training, Wageningen Academy shall invoice 50% of the agreed price prior to the start date of the Course/Training. The remaining 50% will be invoiced after completion of the Course/Training.

5.3

All costs associated with foreign bank transactions shall be borne by Customer.

5.4

Unless otherwise agreed in writing, Wageningen Academy's payment period is 14 calendar days following the billing date.

5.5

After expiry of the payment period, Wageningen Academy shall have the right to charge any resulting statutory (commercial) interest due to Customer as well as any extrajudicial costs Wageningen Academy incurs or may incur as a result of having to enforce its claim.

5.6

If Wageningen Academy prevails in a claim such as referred to in this Article, all costs associated with this claim, including the cost of legal assistance, shall be borne by Customer.

5.7

If Customer deems Wageningen Academy's delivery to be defective, Customer is not relieved of its payment obligation under the Agreement. Customer is not entitled to offset the payment owed against any alleged counterclaims against Wageningen Academy.

Article 6

Intellectual Property Rights

6.1

All intellectual property rights, including copyrights, relating to the educational materials provided by Wageningen Academy accrue solely to lecturers or the respective author.

6.2

The intellectual property rights relating to the organisation of the Course/Training, whether or not it is In-company, and any other intellectual or industrial property rights, including related rights and rights for the protection of databases relating to products and services delivered by Wageningen Academy to Customer, are the sole property of Wageningen Academy.

6.3

Without the prior written consent of Wageningen Academy, Customer shall be prohibited from reproducing, in whole or in part, disclosing and/or making available to third parties any materials provided in relation to a Course/Training.

Article 7

Liability

7.1

Wageningen Academy will take the utmost care in providing its Course(s)/Training(s). Wageningen Academy shall only be liable for damages incurred by Customer where these damages are the direct result of a serious shortcoming attributable to Wageningen Academy.

7.2

Wageningen Academy's total liability for damages incurred by Customer arising from or relating to the Agreement, shall be limited to direct damages not to exceed the total fees paid by Customer. This limitation shall not apply if and to the extent that the damage is caused by an intentional or reckless act of Wageningen Academy.

7.3

Any claim for damages against employees and other persons hired by Wageningen Academy is barred. Employees and other persons hired by Wageningen Academy may at all times use the provisions outlined in this third clause to their benefit.

Article 8

Force Majeure

8.1

If, as a result of force majeure, Participant is unable to participate in the Course/Training for which he or she or registered, Participant must contact Wageningen Academy immediately. By force majeure, the following is meant: illness, compelling personal circumstances, or extreme weather and acts of nature.

In the event of force majeure, Wageningen Academy will not issue a refund. If, as a result of force majeure, Participant is unable to participate in his or her desired course, Wageningen Academy provides the following options:

- Participant may participate in the next course at no extra cost;
- Participant may, at no charge, cede his or her spot to a colleague or other party interested in taking the course;
- Participant may, at no charge, participate in another Wageningen Academy Course/Training offered at a similar price. If the other Course/Training is more expensive, a bill for the additional fees will be sent to Participant.

8.2

Participant may only rely on the provisions of this Article if he or she contacts Wageningen Academy immediately. Should Participant fail to contact Wageningen Academy, Participant shall lose the right to make use of one of the options referred to in this Article and Participant's non-participation in the Course/Training on the date this Course/Training is to take place and for which Participant was registered shall be classed as a cancellation. In this event, the provisions set out in Article 9 apply.

Article 9

Cancellation and Termination

9.1

Cancellation may only be effected by means of written notice (by post or e-mail) to Wageningen Academy's address. The cancellation date is the postmarked date or the date stamped in the e-mail. If Participant cancels more than six (6) weeks before the start of the Course/Training, no fees shall be due. If cancellation occurs less than three (3) to six (6) weeks prior to the start of the Course/Training, €200.00 shall be payable as a cancellation fee. If cancellation occurs less than three (3) weeks prior to the start of the Course/Training, the Course/Training fee shall be due in full. The cancellation fees must be paid immediately after receipt of the invoice.

9.2

Failure to attend the Course/Training on Course/Training dates and for which Participant is registered (other than for circumstances outlined in Article 8) shall be deemed a cancellation.

9.3

Either party is entitled to terminate the Agreement with immediate effect and without prejudice to the right to compensation, if the other party substantially fails to fulfil any of the essential obligations arising from the Agreement and the defaulting party fails perform within a reasonable period after having received written notice by the party not in default.

9.4

Either party may terminate the Agreement with immediate effect by means of a registered letter only in the following events:

- a. if the other party has declared bankruptcy or for whom a receivership has been granted or a motion for receivership filed;

- b. if the other party's business is wound up or shut down.

9.5

In the event of premature termination by Ordering Party of an Order to Wageningen Academy for an In-company Course/Training, Wageningen Academy shall be entitled to costs incurred to date for the development, organisation and/or performance of the Order.

Article 10

Right of Withdrawal

10.1

If Customer is a Consumer and the Agreement is a Distance Contract, Consumer has 14 days after entering into a Distance Contract to terminate the Agreement without providing a reason.

10.2

Invoking the termination clause requires Consumer to send written notice to Wageningen Academy. Wageningen Academy must receive this written notice within the withdrawal period stated in Article 10.1.

10.3

In the event of termination of the Agreement under Article 10.1, Consumer must return to Wageningen Academy, as soon as possible, any educational materials provided. Wageningen Academy is entitled to charge Consumer with any costs incurred as a result of the return. Shipping risks are borne by Consumer.

10.4

Article 10.1 shall not apply if and to the extent that the Agreement covers:

- a) the provision of services for which, with Consumer's consent, performance has begun within the withdrawal period specified in Article 10.1;
- b) goods produced in accordance with Consumer specifications;
- c) goods that are clearly personal in nature;
- d) goods which cannot be returned due to their nature;
- e) goods that quickly become obsolete;
- f) sealed software for which Consumer has broken the seal;
- g) periodicals, including newsletters, short reports, newspapers and magazines;
- h) the provision of digital content which is not supplied on a tangible device, the supply of which has commenced, with the express consent of Consumer, before the

withdrawal period has expired, and Consumer acknowledged that he or she thereby loses his or her right of withdrawal.

10.5

The right of withdrawal under Article 10.1 shall lapse following commencement of the Course/Training.

10.6

Commencement of the Course/Training shall also begin when access is provided to educational/training materials offered electronically.

Article 11

Miscellaneous

11.1

Personal Data Protection Act

By registering for a Wageningen Academy Course/Training, Participant grants Wageningen Academy the permission to include his or her personal information in Wageningen Academy's customer list. Wageningen Academy shall use this personal information solely for its own operations and to inform of its future activities. Wageningen Academy shall handle all personal information obtained in accordance with the prescribed Act.

Article 12

Disputes/Complaints

12.1

Complaints about the implementation of the Agreement must be submitted to Wageningen Academy within a reasonable time after Customer has discovered the defects, but no later than 21 days following such discovery. These complaints must be complete and clearly defined. In the absence of a properly defined complaint, any claim against Wageningen Academy regarding defects in the execution of the Agreement shall expire.

12.2

Complaints will be responded to within 14 days from the date of receipt. If it appears that a complaint requires a longer processing time, Wageningen Academy shall, within a period of 14 business days, respond with an acknowledgment of receipt and an indication as to when Customer may expect a more detailed answer.

12.3

All Agreements entered into are governed by Dutch law.

12.4

All disputes arising from or relating to the Agreement shall be settled by the competent court in Arnhem.

These General Terms and Conditions have been translated into English. If the English General Terms and Conditions show discrepancies with the Dutch version, the Dutch version is decisive.