

## GENERAL TERMS

### Article 1. Applicability

- 1.1 These General Terms apply to all offers and agreements for the execution of assignments by Hudifine, hereinafter referred to as 'contractor'. Hudifine is a trade name of TSvH Professional Coaching and as such registered in the Trade Register of the Dutch Chamber of Commerce under number 27261473.
- 1.2 General Terms of the client do not apply to the execution of assignments by the contractor.
- 1.3 Deviations from these General Terms are only binding if and insofar as they have been confirmed in writing by the contractor to the client.
- 1.4 By providing an assignment, the client accepts these General Terms.

### Article 2. Offers

- 2.1 All offers are without obligation unless the contractor has expressly stated otherwise. All offers are based on the information provided by the client during the intake/preparatory interviews, which are considered correct by the contractor.
- 2.2 The offer includes a detailed description of the work to be performed and the materials to be delivered.
- 2.3 The offer states the time at which the work can be started and contains an indication of the duration of the work, provides insight into the rate and the pricing method that will be used and states the payment method and conditions.

### Article 3. Rates

- 3.1 All rates quoted by the contractor are in Euro and exclusive of VAT, unless expressly stated otherwise.

### Article 4. The conclusion of the agreement

- 4.1 An agreement is concluded by accepting the assignment. This acceptance may be evident, among other things, from the written confirmation by the contractor and/or the signing by the client of the order confirmation, or because the contractor has given a start to the execution/agreement.

### Article 5. Execution of the contract

- 5.1 If the contractor is unable to comply due to circumstances that were not known to him when the agreement was concluded, the contractor has the right, in consultation with the client, to unilaterally change the agreement in such a way that it becomes possible to execute it.
- 5.2 The contractor has the right, in consultation with the client, to suspend the fulfilment of its obligations if, because of changes in the circumstances that were not reasonably foreseeable at the time of the conclusion of the agreement and were beyond its control, it is temporarily prevented from fulfilling its obligations.
- 5.3 Complaints about the way an assignment is carried out must be submitted by the client to the contractor in writing within eight days of that execution, failing which any claim due to improper execution will have lapsed.
- 5.4 If the contractor has performed improperly, this will not lead to a refund of the agreed rate, but the contractor or a colleague will carry out the assignment again. In that case, the contractor will bear the accommodation costs and any new material costs.
- 5.5 If a renewed execution of the assignment is not possible or if it has again been performed improperly, any liability of the contractor is expressly limited to an amount equal to what the contractor has charged the client in respect of that agreement, or at least could have charged. Any further liability is therefore expressly excluded.
- 5.6 The contractor excludes any form of liability for damage resulting from or related to any unlawful act or omission or a shortcoming in the fulfillment of an obligation by the contractor or by a partner in business and/or supplier, which is engaged by the contractor in the execution of the work commissioned by the client.

## Article 6. Cancellation by client

- 6.1 The client may cancel an assignment. If the cancellation takes place between 4 and 2 weeks before the agreed date of execution of the assignment, the client owes 50% of the agreed price. In case of later cancellation, the client must pay the full rate.
- 6.2 Cancellation of an assignment must be made in writing. If applicable, amounts already paid by the client will be refunded within 14 days after cancellation by the contractor.
- 6.3 For consumers, a cooling-off period of at least 14 days after registration applies. This cooling-off period also applies if the client purchases the course and the client's company, or employer pays. Costs already paid will be refunded after cancellation within this cooling-off period within 14 days after cancellation by the contractor. If the client concludes the contract as a company, no cooling-off period applies.
- 6.4 Refunds will be issued for a request that comes more than 14 days from the date of purchase. After day 14, all payments are non-refundable and the client is responsible for full payment, regardless of whether the product or service is purchased.
- 6.5 A subscription can be cancelled up to 14 days before the end of the agreed contract period. This will terminate access to course materials and stop all future subscription payments.

## Article 7. Cancellation by contractor

- 7.1 The contractor has the right to cancel the execution of the work without giving reasons, in which case the client is entitled to a refund of the full amount paid to the contractor for that part of the assignment to which the cancellation relates, if payment by the client had already taken place.
- 7.2 Cancellation of an assignment must, after any telephone / personal notification, be confirmed in writing.

## Article 8. Use of third parties

- 8.1 The involvement or engagement of third parties by the contractor in the execution of an assignment only takes place after notification to and consultation with the client.

## Article 9. Payment

- 9.1 Unless otherwise agreed in writing, payment and invoicing is always in advance.
- 9.2 The client agrees to pay in full the fees listed on the checkout page for the program selected.
- 9.3 If payment is made by debit or credit card, permission is also given to automatically debit all charges due and payable to the credit or debit card used, without any additional authorization. With the payment, the client also authorizes to share all payment information and instructions necessary to complete the payment transactions with its third-party payment service providers (e.g., processing of credit card transactions, settlement of merchants and related services).
- 9.4 When purchasing a monthly subscription program, the relevant bank account or credit card will be charged each month on the same day of the month as you signed up. If payment is not received by the due date, there is a three (3) day grace period to make the payment, otherwise the program will not continue, and the contractor reserves the right to immediately and permanently terminate your access to the program and all content.
- 9.5 In the event of invoicing and payments afterwards, the client must pay the contractor's invoices within 14 days of the invoice date.
- 9.6 If the payment term is exceeded, the client is in default. With effect from the date on which the default occurred, the client owes a contractual interest of 1% per month on the outstanding amount. A part of a month is counted as one full month.
- 9.7 If the client is in default, the contractor reserves the right to exclude follow-up assignments for the client.
- 9.8 If the client is in default with payment or with the fulfilment of any other obligation under an agreement, the contractor is entitled to dissolve that agreement in whole or in part without judicial intervention, without prejudice to the contractor's right to claim compensation.
- 9.9 Both the contractor and the client are entitled to terminate this agreement immediately if the other party has applied for suspension of payment or has been declared bankrupt, or - in the event that the client is a natural person - has been placed under guardianship, the debt restructuring scheme for natural persons has been applied to him (provisionally) or if he otherwise loses free management of his assets or dies.
- 9.10 All extrajudicial collection costs - with a minimum of 15% on the outstanding amount - are fully borne by the client. As such, the costs of lawyers, bailiffs and debt collection agencies are also considered, which costs are determined in accordance with the applicable or customary rates.

## **Article 10. Intellectual property**

- 10.1 The client is prohibited from alienating, showing, using, or otherwise reproducing or publishing the designs, images, drawings, models, software, quotations and the like (hereinafter: documents) provided by the contractor to third parties. The client is permitted to reproduce these documents for its own use insofar as the assignment reasonably entails this.
- 10.2 The copyrights, as well as all other intellectual property rights to these documents, are vested in the contractor.
- 10.3 The client is obliged to return the documents to the contractor on first request under penalty of a fine of € 500 per day.

## **Article 11. Confidentiality**

- 11.1 Details of the assignment will not be brought to the attention of third parties by the contractor without the permission of the client unless this requires the correct execution of the assignment.

## **Article 12. Applicable law and competent court**

- 12.1 All offers and agreements for the execution of assignments are governed by Dutch law.
- 12.2 Disputes arising from or related to an offer to or an agreement with the client will be settled by the competent court in Assen.