

General conditions

Article 1. Prior

These General Terms and Conditions apply by priority to all services provided or to be provided by Plataan BV (hereinafter referred to as: the Service Provider) itself, as well as the partners, directors and employees of the Service Provider or other persons working with it or for which it is liable, and to all legal relationships established in this connection between the Service Provider and third parties. Deviations from these terms and conditions can only be made in advance and in writing. The application of general terms and conditions of the Client or any terms and conditions to which documents originating from the Client refer is hereby expressly excluded except by written agreement between the parties.

The fact that the Customer requests services from the Service Provider automatically indicates acceptance of these general terms and conditions for both current and future services, and this subject to possible changes to the general terms and conditions of which the Customer will be duly informed.

Article 2. Execution of Agreement

Formation. The Agreement comes into effect when the Customer registers for a training course or seminar, or when the Customer's order (by letter, e-mail or telephone) is accepted by the Service Provider.

Performance. The Service Provider shall take all reasonable steps to perform (provide training) the Services. The Service Provider's obligations are purely a resource commitment unless (i) expressly agreed otherwise or (ii) it follows from the nature of the commitment.

In case of unforeseen and/or unavoidable circumstances that seriously interfere with the performance of the services, the Service Provider will cancel the services and change their date and location. The Customer shall not be entitled to any compensation.

During force majeure, all obligations of the parties are suspended without any compensation due to the other party. In case of persistent force majeure where performance of the contract becomes impossible, the contract shall be considered dissolved without any further financial obligations, except compensation for work already performed and costs incurred until dissolution. The agreed price will be refunded to the Customer by the Service Provider in case of final cancellation of the service not yet started.

Cancellation by Customer. The Customer can only cancel the agreed services up to 15 calendar days prior to the start date of these services, subject to payment of 60% of the quoted price, VAT included. If certain services were only ordered by the Customer in a shorter period of time than these 15 calendar days, the Customer does not have a right of cancellation for these services.

The Customer may terminate the agreement between the parties at any time, subject to payment of all outstanding invoices and without receiving reimbursement for expenses already advanced for this purpose (except as provided in the preceding paragraph). The expenses and services provided shall be settled until the cessation of this cooperation.

Article 3. Payments

Method of payment. All invoices of the Service Provider shall be payable in cash at the office of the Service Provider itself, or by wire transfer from the time of subscription and acceptance of services.

Prices are displayed in euros and are exclusive of 21% VAT. VAT is calculated and communicated with each quotation/quotation.

The Service Provider reserves the right to change prices during the term of the Agreement, this for future services.

Security for payment. As security for the payment of the sums due by the Customer to the Service Provider, the Customer pledges in favor of the Service Provider: All its present and future claims against third parties, on any account whatsoever.

Payment term. The Service Provider's invoices are payable within 8 business days unless a longer payment period is provided on the invoice.

If the Customer (**company**) fails to pay an invoice by the due date, the Service Provider may claim (i) interest on arrears at the reference interest rate plus the relevant percentage points referred to in Article 5, second paragraph of the Law of 2 August 2002 on combating late payment in commercial transactions, **for consumers** referred to in Article XIX.4, first paragraph, 1° Code of Economic Law, and on **top of that** (ii) a fixed compensation calculated as 10% of the invoice amount with a minimum compensation of [EUR 250] (excluding VAT) **if the Customer qualifies as a company**, or in accordance with Article XIX.4, first paragraph, 2° Code of Economic Law **if the Customer qualifies as a consumer**.

When the Customer is a **company**, the Service Provider shall claim the relevant delay interest and damages from the expiry of the due date of the unpaid invoice. When the Customer is a consumer, the Service Provider shall not claim the delay interest and damages until the expiration of a period of fourteen days after sending a first written and free of charge reminder, which shall take effect, albeit on the third business day after sending the payment reminder by letter, albeit on the calendar day following the day on which the payment reminder was sent by electronic means. If there are several Customers or payers for a given service, these Customers or payers are jointly and severally liable for the payment of the fees.

Disputes. The Customer has the right to dispute an invoice if it is incorrect or does not correspond to the agreed terms and conditions. Objections and complaints about the invoice must be sent in writing and by registered mail to the Service Provider within 8 calendar days of receipt of the invoice, unless a longer period is provided on the invoice.

The Customer must give clear reasons for the protest; otherwise, the invoice will be considered accepted. If the Customer has justified comments that are accepted by the Service Provider, the Service Provider will adjust the invoice. A new payment period of 8 business days will then apply after the Customer receives the revised invoice.

Article 4. Liability

Exclusion of Liability. The Service Provider is not responsible for the content of the information obtained at the seminars and training courses it organizes. The Service Provider cannot be held liable for the possibly incorrectly provided information and its use as well as for the incorrect use by the participants or third parties of information obtained there.

Conditions of liability. The Service Provider's liability for deficiencies in the services can only be established if the Customer gives written notice of default to the Service Provider within 15 calendar days of discovering the deficiency. The Service Provider must be given a reasonable time to solve the problem.

The notice of default must describe the failure in detail so that the Service Provider can respond adequately. The Service Provider's liability is limited to what has been agreed between the parties. For defects in the performance of services, the Service Provider's liability is limited to the invoice amount of the respective services, with an absolute maximum limit of EUR 2,000.00.

Article 5. Intellectual Property

All photos, logos, trademarks and designs on the Service Provider's documents and website, as well as copyrights, are the property of the Service Provider. Reproduction of this content, in whole or in part, for commercial, social or non-profit purposes is prohibited without the Service Provider's permission.

Subject to legal exceptions, the content and documentation of a service may not, in whole or in part, be reproduced, translated, adapted or stored in any form or by any means, nor may the content and documentation of a service, in whole or in part, be communicated or transmitted to the public in any form or by any means (such as, but not limited to, electronic and mechanical) without the prior and written consent of the Service Provider.

Article 6. Dispute resolution

The execution of all assignments and services of the Service Provider and all legal relations (including extra-contractual ones) are governed exclusively by Belgian law.

The courts of the judicial district of Limburg, Hasselt division are the only competent courts to take cognizance of any disputes regarding the services provided.