



The General Terms and Conditions of evofenedex B.V.

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Article 1. Definitions

1. evofenedex : the limited liability company evofenedex B.V. , the work organisation for the association evofenedex, hereafter referred to as evofenedex.
2. Client: the natural person or legal entity seeking to use or using the Products and/or Services of evofenedex, within the framework of the evofenedex membership or otherwise.
3. Products: including yet not limited to publications, reports and software.
4. Services: including yet not limited to advice and information regarding traffic, warehouses, international entrepreneurship, hazardous substances & SCM, export matters, promoting business contact between members, organising meetings, lectures, symposia, conferences, business trips and (In-company) Training.
5. Training: educational programme, course, workshop, coaching, counselling or any other meeting the purpose of which is to transfer and increase knowledge, develop competencies and skills and/or exchange experiences.
6. In-company Training: training sessions geared towards the Client's needs attended by trainees from the Client's company or organisation and/or from a company or organisation assigned by the Client.
7. Event: meetings, lectures, symposia, conferences and business trips.
8. Participant: the natural person purchasing a Service on behalf of the Client.
9. Member: the natural person or legal entity who is a member of evofenedex.
10. Conditions: these general terms and conditions.

Article 2. Applicability

1. These Terms and Conditions shall apply to all offers and quotations submitted by evofenedex and also to all agreements to perform Services or deliver Products by evofenedex.
2. evofenedex explicitly rejects the applicability of any other terms and conditions.

Article 3. Rendering Services

1. A Client may invite evofenedex to render a Service by telephone, in writing, by email or at the website. Any offer submitted by evofenedex shall remain valid for three months. An agreement to render Services by evofenedex shall come about once evofenedex has received the Client's written acceptance (by letter, email or at its website) of its offer.
2. evofenedex shall meticulously perform the agreed work. In doing so, evofenedex can never guarantee the result envisaged by the Client, however it shall invest best efforts at all times. The agreed delivery time shall be approximate, never to be considered a deadline and also it is subject to unforeseen circumstances.
3. If a fee is charged for a Service rendered by evofenedex, then the basic principle shall be the agreed (hourly) fee, a participant's contribution communicated previously and/or a financial arrangement included in the agreement for rendering the Service. In case of Services the payment of which is based on an hourly fee, the number of hours required for the project in question shall be estimated in advance, to the extent that an estimate is reasonably possible. All fees are exclusive of travel and subsistence expenses.
4. The Client warrants the accuracy, completeness and reliability of the information shared with evofenedex by him or on his behalf.

Article 4. Delivering Products

1. The Client may order Products evofenedex is marketing or selling by telephone, in writing, by email or at the evofenedex's website.
2. Unless agreed otherwise, the delivery time shall commence once evofenedex has accepted an order. The agreed delivery time shall be approximate, never to be considered a deadline and also it is subject to unforeseen circumstances.
3. Delivery shall take place by means of (electronic) shipment of the Product to the address provided by the Client.



Article 5. **Registration and Training & Event Agreement**

1. To register for a Training and/or Event one needs to (e)mail the completed registration form or sign up at evofenedex's website.
2. evofenedex shall confirm the registration or project in writing or by e-mail, after which an agreement shall come about.

Article 6. **Training and Event Fees**

1. Upon registration for a Training and/or Event using a form or by means of a telephone call, fees shall be those presented in evofenedex's latest course brochure, subject to typographical errors.
2. Upon registration for a Training and/or Event using a form or based on a mailing, fees stated in that mailing shall apply, subject to typographical errors.
3. Upon registration using a form available on evofenedex's website, fees presented on the internet at the time of registration shall apply, subject to typographical errors.
4. Training fees shall include the course materials, unless stated otherwise.

Article 7. **In-company Training**

1. The In-Company Training agreement shall come about once the Client has accepted evofenedex's offer.
2. When it comes to In-company Training sessions, the fees presented in the offer shall be binding throughout the validity of the offer. The offer shall state all costs included.
3. An agreement to provide In-company Training sessions shall include the agreed place and time (or dates), where and when the In-Company Training sessions shall take place, the contents of these In-company Training sessions, as well as the (minimum and) maximum number of participants.
4. The Client shall sign up individual persons for In-company Training sessions at least 14 calendar days prior to the commencement of the training, unless explicitly agreed otherwise.

Article 8. **The Client cancelling**

1. In case the Client cancels (part of) the agreement, evofenedex shall reserve the right to charge the Client a compensation at least equivalent to 25% of the invoice value of the Products and/or Services cancelled. Also in this case evofenedex shall be entitled to charge all costs incurred so far.
2. The Client may only cancel a Training or Event in writing or by email. The date upon which evofenedex has received the written cancellation shall be decisive for the purpose of this Article.
3. If the Client cancels a Training or Event within 21 calendar days prior to the (first) session, then all fees shall be indebted and the Client shall not be entitled to a refund of the money already paid.
4. If the Client cancels an In-company Training up to 21 calendar days prior to the (first) session, then 25% of the total fee agreed shall be charged. Upon cancellation within 21 calendar days prior to the (first) session, the entire price agreed shall be indebted and the Client shall not be entitled to a refund of the money already paid.
5. Replacement by another Participant from the same company is possible, provided the substitute is reported to evofenedex at least two workdays prior to the (first) session. This replacement does not leave the Client with any additional costs.
6. In the event of multi-day (In-company) Training sessions or Events, cancellation after the first session has taken place is impossible. The entire fee shall be indebted and also any claim in respect thereof shall be immediately due and payable in case the (entire) course fee has not been paid prior to the commencement of the first session.
7. After setting the date (or dates), upon the Client's request evofenedex shall see whether an (In-company) Training or Event can be held at another time. If the request is submitted less than 21 calendar days prior to the commencement of the (In-company) Training or Event in question, and evofenedex is able to shift the date, then evofenedex shall charge 50% of the indebted amount as being additional expenses. The invoice stating the full fee as well as the additional expenses shall be paid forthwith.



Article 9. **evofenedex cancelling**

1. If evofenedex is unexpectedly forced to cancel the delivery of Products and/or Services (not being a Training, Event or In-company Training), the Client shall be notified without delay and refund the amount already paid (pro rata).
2. In the event of unforeseen circumstances, evofenedex reserves the right to cancel a Training, Event or In-company Training on the day of the event. In this case evofenedex shall refund the amount already paid (pro rata). Also evofenedex shall invest best efforts to offer the Client an appropriate alternative. If the Client uses this alternative, then the amount already paid shall not be refunded.
3. evofenedex shall never be held accountable for whatever loss arising from cancellation by evofenedex.

Article 10. **Organisation**

1. evofenedex is entitled at all times to replace a teacher or trainer responsible for the (In-company) Training or Event by another teacher or trainer.
2. evofenedex reserves the right to change the Training programme organisationally or substantively. In the event of In-company Training, organisational and/or substantive changes may only be made after discussing them with the Client.
3. In case registrations require as such, evofenedex might deviate from the locations and dates presented in its offer, confirmation of order or programme.

Article 11. **Payment**

1. evofenedex's fees shall be presented in euros exclusive of Dutch VAT.
2. Unless agreed otherwise in writing, the Client shall make the payment within 30 days of the invoice date and in any event prior to the delivery of the Products, Services or on the day upon which the (first) (In-company) Training or Event takes place, without any right to discount or settlement through transfer to a bank account indicated by evofenedex.
3. If the Client fails to make the payment within the period referred to in the 2nd paragraph of this Article, he shall be legally in default without any notice being required. In this case and without a further warning being required, the Client shall be indebted the judicial commercial interest as from the due date up to the date of the full payment, based on the outstanding invoice, whereby part of a month is considered a whole month.
4. If the Client fails to make the payment or fails to do so on time, any resulting costs for evofenedex shall be borne by the Client. These costs include all judicial and extrajudicial costs. The extrajudicial costs shall be at least 15% of the receivable amount, the minimum amount being € 200.
5. In case evofenedex has not received the full payment prior to the commencement of the (In-company) Training or Event, then evofenedex reserves the right to deny the enrolled Participant from attending or cancel the (In-company) Training or Event. evofenedex's claim concerning the total course fee and any costs already incurred shall be immediately due and payable.

Article 12. **Liability**

1. evofenedex's liability on any account for loss, including trading loss and/or any indirect or consequential loss by the Client or any third parties, is limited to the sum of the consideration indebted by the Client for the Service or Product, unless and insofar evofenedex is guilty of gross negligence or intentional act. evofenedex's liability is also limited to the payment its insurer has made for the case concerned.
2. The provision of the 1st paragraph also applies to loss caused by third parties evofenedex has engaged (on behalf of the Client or otherwise), even if this loss resulted from the gross negligence or intentional act by these third parties.
3. If the Client is taking certain decisions (also) based on the Products/Services provided by evofenedex, evofenedex shall never be responsible for the consequences or the results thereof.
4. The Client and the Participant shall be jointly and severally liable for any damage to property of evofenedex or third parties caused by the Participant during the (In-company) Training or Event.



Article 13. **Intellectual property**

1. Any materials evofenedex provides in performing a Service become property of the Client. The intellectual property right to the (course) materials provided for the Service in question and any other Products supplied by evofenedex remain with evofenedex.
2. Any materials evofenedex supplies shall be exclusively used for personal purposes. Without evofenedex's explicit written consent, the Client shall not disclose the supplied materials (or any details/parts or extracts thereof), share these with third parties, exploit them or reproduce them in any manner.

Article 14. **Confidentiality**

1. evofenedex shall use Clients' data in executing the agreement made with them, performing its services and also to notify Clients on its (new) Products and Services.
2. Clients' personal and confidential information shall be treated with the utmost care.

Article 15. **Objection**

1. The Client should object to a Service or Product delivered by evofenedex in writing within eight calendar days of the delivery date. evofenedex shall respond in writing.
2. Objections to invoices should be made in writing within eight calendar days of the invoice date.
3. Objection does not entitle the Client to suspended payments.

Article 16. **Applicable law and choice of forum**

1. These terms and conditions, all offers, quotations, (legal) acts and agreements of evofenedex are governed by Netherlands law.
2. In the event of disputes, the parties shall invest best efforts to reach an amicable settlement within the shortest period of time.
3. If parties are unable to reach an amicable settlement, the dispute shall be submitted to the competent court in The Hague.