

## **GENERAL TERMS AND CONDITIONS – Product Department**

These general terms and conditions are effective as of February 2024.

### **Article 1 – Definitions**

In these general terms and conditions, the following terms shall have the following meanings:

**General Terms and Conditions:** these general terms and conditions.

**Arrangement Costs:** the costs for catering provided by Product Department during a Training.

**External Exam:** an exam for a Training other than a Product Department exam as referred to in Article 7, section 7.

**Incompany Training:** a Training provided by Product Department for a Client in a closed setting for a group of participants designated by the Client. Referred to as Incompany learning on the Website.

**Client:** (i) any individual who takes an Open Schedule training with Product Department or (ii) any company/institution that takes an Incompany Training with Product Department or takes training for an employee.

**Location Costs/Accommodation Costs:** the costs for the venue or hotel provided by Product Department during a Training.

**Product Department:** Product Department, registered with the Chamber of Commerce under number: 74949888.

**Product Department Exam:** an exam administered by Product Department and part of the respective Training as referred to in Article 7, section 4. **Product Exam Regulations:** the Exam Regulations of Product Department in force at the time of enrolment in a Training.

**Study Material:** educational, lesson, or instructional material, documentation, or any other material in any form used as part of the Training.

**Open Schedule Training:** a Training that, if the possible admission requirements are met, is open to any interested party. Training: training, education, retraining, or refresher course, study, or theme day, workshop, or any other form of training provided by Product Department. Product Department provides Training in the form of an Incompany Training or an Open Schedule Training. A Training may be divided into one or more training modules and may be spread over multiple non-consecutive periods.

**Distance Agreement:** a Study Agreement that has been concluded exclusively through one or more techniques for distance communication within the meaning of art. 6:230g sub e Civil Code, such as electronic communication (email).

**Price:** the price for a Training, including all additional costs and taxes.

**Study Agreement:** an agreement, including a Distance Agreement, between Product Department and a Client regarding the provision of a Training by Product Department, whether or not for the benefit of employees of that Client.

**Website:** the website of Product Department: [www.productdepartment.nl](http://www.productdepartment.nl).

### **Article 2 – Applicability**

1. These General Terms and Conditions apply to all quotations, offers, and services of Product Department and to all Study Agreements concluded by Product Department, unless deviated from in accordance with Article 2, section 3.
2. By enrolling in a Training, the Client accepts the applicability of these General Terms and Conditions. Product Department expressly rejects the applicability of the Client's general terms and conditions, whatever they may be called.
3. Deviations from these General Terms and Conditions are only valid if expressly agreed upon in writing between Product Department and the Client. In these General Terms and Conditions, written also includes any form of electronic communication (e.g., email or on the Website).
4. In cases where the relevant Study Agreement and/or the General Terms and Conditions do not provide, Product Department will make reasonable arrangements.
5. The (whole or partial) invalidity or unenforceability of one or more provisions of these General Terms and Conditions does not affect the validity or enforceability of the other provisions. If a provision is found to be invalid or unenforceable, Product Department and the Client will replace the invalid or unenforceable part with a provision that is valid and enforceable and whose legal effects, given the content and purpose of the provision, as much as possible correspond to those of the invalid or unenforceable part of this provision.

### **Article 3 – Offer**

1. Product Department issues the offer (preferably) in writing.
2. The offer includes a description of the Training and/or the Educational Material that is part of the Training. The offer also indicates whether the use of this Educational Material is mandatory.
3. The offer clearly and comprehensibly states the following information: a. the manner of executing the Study Agreement; b. when the Training starts; c. the conditions under which the Training may not take place; d. if applicable: the admission requirements to participate in the Training; e. the price, including all additional costs and taxes; f. the payment method; g. the duration of the Study Agreement.
4. These General Terms and Conditions are explicitly communicated to the Client prior to the Study Agreement and form an integral part of the general information provision of Product Department. The Client can download the General Terms and Conditions from the Website.
5. Without prejudice to the provisions of sections 1 to 3, in the case of a Distance Agreement, the offer also includes the following information: a. the identity and address of Product Department, including the visiting address of the establishment; b. the right of the Client to terminate the Study Agreement within 14 calendar days in accordance with Article 6, section 1; c. the validity period of the offer.

1. The Client enters into a Study Agreement with Product Department by registering for the Training. Registration for a Training takes place (i) by phone, (ii) via the digital registration form provided by Product Department, sent by email from the Client to Product Department, or (iii) through the registration form on the Website.
2. The Study Agreement is concluded when Product Department accepts the registration for a Training in writing and is deemed to have been concluded at the moment when Product Department has confirmed the registration for a Training to the Client in writing. This confirmation also serves as proof of registration for the respective Training. Meeting any admission requirements for a Training is not a condition for the conclusion of the Study Agreement. The Study Agreement is considered concluded even if the admission requirements are not met.
3. In face-to-face education, the start of the Training typically refers to the date of the first session. In distance education, the start of the Training typically refers to providing access to the Educational Material offered electronically.
4. Product Department is entitled to inquire about the creditworthiness of a Client who has registered for a specific Training through third parties. If the outcome of such a creditworthiness check is negative, Product Department is entitled to terminate the Agreement.
5. The Client is not entitled to transfer the rights and obligations from the Study Agreement to a third party without the written consent of Product Department. Product Department may attach additional conditions to this consent.

#### **Article 5 – Cancellation of Training**

1. If the number of registrations for a specific Training or a specific training module is deemed insufficient by Product Department, Product Department is free to agree with the Client that the respective Training or training module will be followed at another training location, on a different date, and/or at a different time. If Product Department and the Client do not reach an agreement on these changes, the Client has the right to cancel the respective Open Schedule Training or training module free of charge. In this case, the Client is obliged to pay the costs for the already provided training components.
2. Prior to the start of an Open Schedule Training, the Client has the right to cancel the respective Open Schedule Training. The cancellation can only take place in writing. The moment of receipt by Product Department of the cancellation is considered, in the case of (i) a letter: the date of the postmark, and (ii) an email: the dispatch date of the relevant email. The planned start date of the (rescheduled) Open Schedule Training is the starting point for determining the cancellation costs as referred to in Article 5, sections 3 and 4.
3. In case of cancellation as referred to in Article 5, section 2 (without prejudice to the cooling-off period as referred to in Article 6 in the case of a Distance Agreement if applicable), Product Department is entitled to charge the following costs to the Client, deducting any not yet received Educational Material: a. in case of cancellation up to two months before the start of the Open Schedule Training: 10% of the Price; b. in case of cancellation between two months and one month before the start of the Open Schedule Training: 20% of the Price; c. in case of cancellation between one month and two weeks before the start of the Open Schedule Training: 50% of the Price; d. in case of cancellation less than two weeks before the start of the Open Schedule Training: the total Price.
4. In case the Client cancels an Open Schedule Training after it has been rescheduled by Product Department at the request of the Client as referred to in Article 6, section 6, Product Department is entitled to charge the following costs to the Client: a. in case of cancellation between the date of rescheduling and two weeks before the start of the rescheduled Open Schedule Training: 50% of the Price; b. in case of cancellation less than two weeks before the start of the rescheduled Open Schedule Training: the total Price.
5. In case the Client cancels an Open Schedule Training after it has been modified by Product Department at the request of the Client as referred to in Article 6, section 7, Product Department is entitled to charge the following costs to the Client: a. in case of cancellation between the date of the modification and two weeks before the start of the modified Open Schedule Training: 50% of the Price of the Open Schedule Training for which the Client was originally (i.e., before the modification) enrolled, unless the Price for the modified Open Schedule Training is higher than the Price for the original Open Schedule Training, in which case 50% of the Price of the modified Training will be charged; b. in case of cancellation less than two weeks before the start of the modified Open Schedule Training: the total Price of the Open Schedule Training for which the Client was originally (i.e., before the modification) enrolled, unless the total Price for the modified Open Schedule Training is higher than the total Price for the original Open Schedule Training, in which case the total Price of the modified Training will be charged.
6. In the context of the above, if it is unequivocally established that, in view of reasonableness and fairness, different percentages should be applied, the parties will enter into consultation in that light.
7. Cancellation by the Client of an Incompany Training can only take place before Product Department has started the implementation of that Incompany Training. The cancellation of an Incompany Training can only take place in writing through a registered letter with acknowledgment of receipt ('return receipt') addressed to Product Department. The date of the postmark is considered the moment of receipt by Product Department of the cancellation. The written confirmation of the cancellation by Product Department serves as proof of cancellation. The planned start date of the Incompany Training is the starting point for determining the amount of the cancellation costs as referred to in Article 5, section 8.
8. In case of cancellation as referred to in Article 5, section 7, Product Department is entitled to charge the following costs to the Client: a. in case of cancellation after the conclusion of the Study Agreement, and if not covered by

sub b, c, or d of this Article 5, section 8: 20% of the costs of the Incompany Training; b. in case of cancellation between two months and one month before the start of the first session: 25% of the costs of the Incompany Training; c. in case of cancellation between one month and two weeks before the start of the first session: 50% of the costs of the Incompany Training;

d. in case of cancellation less than two weeks before the start of the first meeting: the total costs of the Incompany Training.

#### **Article 6 – Termination/Rescheduling of Training Distance Agreement**

1. If the Client is a private individual, the Client has the right to terminate the Distance Agreement within 14 calendar days after the conclusion of the Distance Agreement without stating reasons. In the case of a Distance Agreement exclusively related to the purchase of Educational Material, the 14-calendar-day period starts on the day following the day of receipt of the Educational Material.
2. In the event of termination in accordance with Article 6, section 1, the Client must return the received Educational Material to Product Department as soon as possible. Product Department is entitled to charge the direct costs of returning to the Client. The return is at the risk of the Client. Product Department will, in turn, refund all payments received from the Client as soon as possible but no later than within 14 days after termination. Termination of Study Agreement
3. If the Client terminates the Study Agreement during the Training, there is no right to any refund of the amount paid or still owed by the Client to Product Department, except for (i) as determined in Article 6, sections 4 and 5, and (ii) the costs for the (still) undelivered Educational Material.
4. In case of mid-term termination of a multi-year Training, only a refund of the amount paid or still owed by the Client to Product Department takes place insofar as it (i) relates to years following the training year in which the mid-term termination of the Study Agreement took place and/or (ii) does not concern meetings that have already taken place prior to the mid-term termination or modules of the Training, the costs of which are spread over the various training years of the Training. In that case, the Client is also obliged to pay Product Department the additional price for the already completed training years and the current training year, which is determined based on the costs of comparable, individual (1-year) Trainings, plus costs for enjoyed multi-year components such as portfolio guidance. Refund in accordance with this section can only take place if the mid-term termination takes place no later than 2 months before the end of the relevant academic year.
5. Full or partial refund of the Price of a Training or training part(s) is at the sole discretion of Product Department and only possible in the case of mid-term termination of the Study Agreement due to a serious illness or calamity – whereby Product Department may require evidence thereof in the form of a medical certificate or otherwise – and to the extent the Training or training part(s) has (have) not commenced or been scheduled. The medical certificate or otherwise must indicate the (medical) circumstances on which the student relies. Rescheduling of Training
6. In exceptional cases and at the request of the Client, Product Department can reschedule a Training to another training location, date, and/or time. The decision to reschedule a Training lies solely with Product Department. Product Department will charge the Client an administrative processing fee for the rescheduling. The Client must pay these costs (together with any other outstanding costs of the Training) no later than 14 days after Product Department's decision to reschedule the Training. These costs include, in any case, the costs of the meetings that have already taken place before the rescheduling of the Training, including Location costs and Arrangement costs. These costs will not be deducted from the total costs of the rescheduled Training. An Incompany Training cannot be rescheduled. The chosen payment method and the payment deadline, as agreed in accordance with Article 9, remain unchanged.
7. Product Department reserves the right to reschedule the Training to another date if it benefits the quality of the training or if external circumstances require it, such as the absence of an instructor or force majeure, such as government restrictions or venue availability. Product Department will inform the Client in a timely manner and make every effort to allow the Client to attend the Training. Rescheduling the Training is not a reason to revise the Study Agreement. Amendment of Training
8. In exceptional cases and at the request of the Client, Product Department can change an Open Schedule Training to another Open Schedule Training. The decision to change an Open Schedule Training lies solely with Product Department. Product Department will charge the Client an administrative processing fee for such a change. The Client must pay these costs, together with the full costs of the already started modules of the Training, no later than 14 days after Product Department's decision to change the Open Schedule Training. An Incompany Training cannot be changed.
9. Product Department reserves the right to change a Training in case of reprogramming the requirements of an External Exam or for the purpose of improving the quality of the Training.

#### **Article 7 – Exams**

1. If applicable, a Training is concluded with a Product Department exam or final assignment, or a (supplementary) External Exam in accordance with Article 8, section 7.
2. Registration for a resit of a Product Department exam takes place by mutual agreement and is only final after written confirmation. The Client is responsible for (i) timely registration for a resit of a Product Department exam, and (ii) paying the full amount due for the resit of a Product Department exam.

3. The Product Department exam is an integral part of the Training. Exam and diploma costs are an integral part of the total costs of the Training. If the price of a Product Department exam changes during the Training, Product Department reserves the right to pass on this price adjustment to the Client.
4. The Product Department Exam Regulations apply to the Product Department exam. The Product Department Exam Regulations, including the procedure and the costs for objection and appeal, are available on request from Product Department and are part of the Training offered to each Client. The Product Department Exam Regulations are established annually.
5. Product Department issues the diploma certificate of the Training after (i) all requirements of the Product Department Exam Regulations have been met, and (ii) the total costs for the Training (including exam and diploma costs) have been paid by the Client to Product Department. Product Department issues the diploma in the name of the person as stated on the registration form.
6. If (either in addition to the Product Department exam) an examination institute other than Product Department will conduct an External Exam for a Training, the Client is responsible for timely registration and compliance with other (payment) conditions of such an External Exam. Product Department accepts no responsibility or liability whatsoever in connection with the content of the External Exams.

#### **Article 8 – Payment**

1. If the Customer is a private individual, payment will only take place by digitally transferring the amount owed by the Customer to Product Department. The Customer will pay the amounts due to a company designated by Product Department. The Customer is responsible for being able to collect the amounts due by the due date as specified on the respective invoice.
2. If this option is provided, the Customer can choose to pay the costs of an Open Schedule course in installments or in a lump sum. The Customer must indicate the chosen method of payment at the time of registration for a Course, and this cannot be changed after registration for a Course.
3. Payment must be made no later than the due date as specified on the respective invoice. Product Department aims to send the (first) invoice to the Customer three weeks before the start of the Course. Product Department has a payment term of 14 days.
4. The Customer must have paid the full costs of an In-company Course to Product Department before the first meeting of the In-company Course.
5. If the Customer has not fully paid the amount due within the specified period, Product Department will send the Customer a payment reminder, giving the Customer the opportunity to pay within 14 days of receiving that reminder. If the Customer does not fully pay the amount due within that period, the Customer is in default without further notice.
6. If a Customer does not pay within the specified period, additional collection costs will be borne by the Customer. These costs amount to at least 10% of the amount due, with a minimum of EUR 115. In the case of repeated non-payment, Product Department will hand over the claim to a debt collection agency.
7. If the Customer has chosen to pay in installments and does not meet their payment obligation, then from the moment of the Customer's default, all installment payments are immediately due.
8. If the Customer is a private individual and the Customer's employer has jointly entered into the payment obligation in connection with the Course and/or has co-signed the Study Agreement, both the Customer and their employer are jointly and severally liable and obliged to pay for everything the Customer owes and may owe to Product Department under the Study Agreement at any time. The joint and several liability of the employer remains in force in the event of the termination of the employment relationship between the Customer and the employer.

#### **Article 9 – Identification**

1. When registering for a Course, the Customer is obliged to state the correct and complete name of the Customer as stated in a valid identification document and, if applicable, the participant who will attend the Course, on the registration form.
2. Everyone attending a Course is obliged to have the written confirmation as mentioned in Article 4, paragraph 2, along with a valid identification document during the Course meetings and to show it upon request of the teacher or another official of Product Department.

#### **Article 10 – Price**

1. The costs of each Open Schedule course and the payment method (as well as whether payment in installments is possible for that Open Schedule course) are stated on the Website. Any location costs, accommodation costs, and/or arrangement costs are an integral part of the total costs of the Course.
2. Interim cost-increasing factors (such as but not limited to: purchase prices, exchange rates, wages, taxes, rights, charges, and freight) that come into play after the conclusion of the Study Agreement can be passed on to the Customer by Product Department.
3. If the Customer is a private individual, and the cost-increasing factors referred to in Article 10, paragraph 2, lead to a change in the price of a Course within 3 months after the conclusion of the Study Agreement, the Customer has the right to terminate the Study Agreement.
4. Product Department will always charge the applicable VAT rate on the costs of the Educational Material, Arrangement Costs, and reprographic rights.

5. If the course is a legally recognized course that is exempt from VAT, Product Department will also charge this with an amount lower than the applicable VAT rate.

#### **Article 11 – Liability**

1. In the event that the Customer or participants in a Course suffer damage, the liability of Product Department, in all cases, is limited to compensation for direct damage (liability for indirect damage - for example, consequential damage, delay damage, loss of profit, and loss of turnover - is therefore excluded). It should also be noted that the extent of the obligation to pay compensation is limited to the amount paid by the Customer in (or with respect to) the academic year in which the event causing the damage occurred. The obligation to pay compensation from Product Department does not exceed the amount actually paid to Product Department by its insurer under any circumstances. The foregoing does not apply only in the event of intent or gross negligence by the highest management personnel of Product Department.
2. The liability of Product Department for injury and/or death is not limited.
3. Product Department is in no way liable for damage of any kind that results from (possible) incorrect or incomplete information/recommendations/advice provided in connection with the Course. This includes, among other things, the information/recommendations/advice provided by the teacher or through the Educational Material, brochure, or any other work arising from or related to a Course.
4. Product Department is not liable if a participant does not adhere to the (safety) instructions.
5. Product Department is not liable for direct or indirect damage (of any kind) that arises or is caused during the overnight stay associated with a Course.
6. The liability of Product Department also extends to all persons for whom Product Department is responsible (such as persons employed by Product Department or appointed by Product Department for the execution of the Study Agreement).
7. If the Customer does not personally participate in a Course, the Customer ensures that the participants for whom the Course is taken have accepted the aforementioned liability limitations.

#### **Article 12 – Delivery of Educational Material**

1. Product Department delivers the Educational Material, if relevant to the Course, in a timely manner before the start of the Course to the Customer.
2. Incorrect or damaged Educational Material will be replaced by Product Department immediately at no cost.
3. All delivery deadlines for Educational Materials set by Product Department are determined to the best of its knowledge based on information known to Product Department at the time of entering into the Study Agreement. Product Department accepts no responsibility for exceeding delivery deadlines.
4. Product Department is not bound by delivery deadlines that cannot be realized due to unforeseen circumstances that have occurred after entering into the Study Agreement.
5. For the shipment of Educational Materials abroad, the actual costs will be calculated according to the prevailing basic rates of Post NL, with an additional 10% for administrative processing. Article 13 – Absence of Teacher/Examiner
6. In case of illness and/or unavailability of a teacher or an examiner, Product Department will – as far as possible – arrange for equivalent replacement. If equivalent replacement proves not to be possible, Product Department will inform the Customer as soon as possible and propose alternative dates on which the respective Training will still be provided, or the relevant Product Department exam will still be conducted.
7. In case of illness and/or unavailability of a teacher or an examiner, the Customer is not entitled to compensation. Product Department will not charge extra costs for the provision of class days resulting from the illness and/or unavailability of a teacher.
8. A Customer cannot cancel (i) a Training or an exam free of charge due to the absence of a teacher or an examiner, or (ii) terminate the Study Agreement prematurely due to the absence of a teacher. Article 14 – Intellectual Property Rights
9. All intellectual property rights, including copyright, relating to the Educational Materials provided and compiled by Product Department (excluding books in trade) are owned by Product Department. Nothing from these publications may be reproduced and/or made public without written permission from Product Department.
10. The Customer ensures that drawings, models, materials, or other works provided by him or by participants for whom the Training is taken do not infringe upon or violate the intellectual property rights of third parties. Article 15 – Confidentiality Product Department, its staff, and/or persons working for Product Department will treat the information provided by the Customer confidentially. Article 16 – Personal Data Product Department processes the personal data provided by the Customer in accordance with the privacy policy of Product Department. The Customer guarantees that the data subjects whose personal data is provided have been informed about the processing of their data by Product Department. Article 17 – Business Partners Product Department is authorized to have a Training or parts thereof provided by a business partner authorized by Product Department, in which case the Study Agreement between the Customer and Product Department and these General Terms and Conditions remain fully applicable. Article 18 – Amendment of the General Terms and Conditions The General Terms and Conditions may be amended by Product Department. Notification will be made through personal notification or through general notification on the Website. Article 19 – Dispute Resolution
11. The Study Agreement is governed by Dutch law.
12. The Dutch version of the Terms & Conditions [ Algemene Voorwaarden ] prevails above the English version.

13. If the Customer is a private individual, disputes between the Customer and Product Department concerning the establishment or implementation of agreements relating to services and goods to be delivered or delivered by Product Department can be brought before an independent mediator specialized in dispute resolution by both the Customer and Product Department.
14. The use of an independent mediator is only applicable if the Customer has first submitted his complaint to Product Department, and this has not led to a satisfactory solution for both parties.
15. A fee is due for the handling of a dispute.
16. When the Customer chooses to submit a dispute to an independent mediator, Product Department is bound by this choice.
17. If Product Department wants to submit a dispute to the independent mediator, Product Department must first ask the Customer in writing to express his agreement within five weeks. Product Department must announce that, after the expiration of the aforementioned period, Product Department considers itself free to submit the dispute to the regular court.