

## GENERAL TERMS AND CONDITIONS OF VZW NEDWORK

THE GENERAL TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THE CONTRACTS  
AND CAN ONLY BE DEVIATED FROM IN WRITING.

**Art. 1** All our sales and services are exclusively governed by the following general terms and conditions. These general conditions take precedence over the conditions of the customer without prior judicial intervention. Deviations from our general terms and conditions are only valid if expressly stipulated and agreed in writing. The possible legal invalidity of one or more of these general terms and conditions shall in no way affect the validity of the remaining provisions.

**Art. 2** The services of VZW NEDWORK (hereafter: VZW) are intended to provide information and training to the registrant/participant, a.o. by organising trainings, hereafter referred to as "seminar(s)". Each registration by the client must be done electronically or in writing. Registration by telephone will not be accepted. The agreement between the VZW and the client is only concluded after written or electronic confirmation of the client's registration by the VZW.

Registered participants may be replaced by a colleague at any time. Changing registration details for a particular seminar (and in particular being replaced) is free of charge if requested in writing or electronically at least the week of the event. Subsequent changes may incur an administrative charge of €75. Cancellation of a registration must be requested in writing or electronically. Cancellations are accepted free of charge up to 6 weeks before the date of the seminar in question. For cancellations within 6 weeks before the date of the event in question, the participant may receive a voucher worth 40% of the original registration fee for a subsequent course/event. Vouchers have a one year validation. In the case of illness (we kindly request a proof of document). NO refund will be paid.

**Art. 4** The NPO will take all reasonable measures to ensure that the ordered seminars take place. In the event of force majeure, the VZW may cancel the seminars or change the content, date(s) or location. Force majeure is understood to mean all unforeseen circumstances as a result of which compliance with the agreement can no longer be reasonably expected of us. The VZW is entitled to change the speaker(s), if the VZW believes that this is necessary for the execution and quality of the seminar. If an event cannot take place, it will be moved to a later date or the participant will receive a voucher for a subsequent activity.

COVID19-disclaimer: All necessary measures will be taken to comply with the regulations imposed by the local authorities, official health authorities and the organisation, in order to guarantee the safety of participants and staff.

**Art. 5** The liability which we may incur as a result of the non-fulfilment of an obligation within the framework of the agreement entered into by us results from an obligation of means and is determined as follows: a) we can only be held liable in the event of gross negligence and/or wilful misconduct. b) we can in no way be held liable for the (in)direct damage which may result from consulting or using the information offered at the seminar. c) we can likewise not be held liable for

- all possible indirect damage that the customer would suffer as a result of the non-fulfilment of the agreement such as e.g. financial and economic loss, loss of profit, increase of the general costs, disruption of the planning, loss of customers, damage to reputation ...

- damage that the customer would suffer as a result of third party claims.

d) if our liability is withheld, we are only obliged to replace the seminar and, if this is not possible, to refund the registration fee.

**Art. 6** Subject to legal exceptions, the content and documentation of a seminar 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 seminar, in whole or in part, be communicated or passed on to the public in any form or by any means (such as, but not limited to, electronic and mechanical means) without the prior written permission of the proprietor or the NPO.

**Art. 7** The agreements are subject to Belgian law. Any disputes which may arise between the parties regarding the validity, interpretation or performance of this agreement shall be settled as amicably as possible. Failing an amicable settlement, the parties agree that the courts of the cantonal or judicial district where the VZW has its registered office shall have exclusive jurisdiction.