

# HighTechExecutive – Terms and Conditions

## Chapter 1. General provisions

### Art. 1 Applicability of these Terms and Conditions

- 1.1 These HighTechExecutive Terms and Conditions apply to all offers and contracts pursuant to which the supplier delivers goods and/or provides services of any nature whatsoever and under whatever name to the customer.
- 1.2 Departures from and additions to these general terms and conditions shall only be valid if they are agreed between the parties in writing.
- 1.3 The applicability of the customer's purchasing or other conditions is specifically excluded.
- 1.4 If any provision of these general terms and conditions is null and void or is voided, the other provisions of these general terms and conditions shall remain fully in effect. The supplier and the customer shall in this case consult each other for the purpose of agreeing new provisions to replace the null and void or voided provisions.

### Art. 2 Offers

- 2.1 All offers and other communications of the supplier are subject to confirmation unless the supplier has indicated otherwise in writing.
- 2.2 The customer guarantees that the information that it has provided or that has been provided on its behalf to the supplier and on which the supplier has based its offer is accurate and complete.

### Art. 3 Price and payment

- 3.1 All prices are exclusive of turnover tax (VAT) and other levies imposed by the government. All prices stated by the supplier are in euros (EUR) and the customer must make all payments in euros.
- 3.2 The customer may not derive any rights or expectations from a cost estimate or budget issued by the supplier unless the parties have otherwise agreed in writing. An available budget made known to the supplier by the customer shall only apply as a (fixed) price agreed between the parties for the performance to be delivered by the supplier if this has been expressly agreed in writing.
- 3.3 If, according to the contract concluded between the parties, the customer consists of several natural persons and/or legal entities, each of these natural persons and/or legal entities shall be jointly and severally liable towards the supplier for performance of the contract.
- 3.4 Information from the supplier's records shall count as conclusive evidence with respect to the performance delivered by the supplier and the amounts owed by the customer for delivery of this performance, without prejudice to the customer's right to produce evidence to the contrary.
- 3.5 If a periodic payment obligation on the part of the customer applies, the supplier shall be entitled to adjust, in writing and in accordance with the index or other standard included in the contract, the applicable prices and rates to the term specified in the contract. If the contract does not expressly provide for the possibility on the part of the supplier to adjust the prices or rates, the supplier shall always be entitled to adjust, in writing and with due observance of a term of at least three months, the applicable prices and rates. If the customer does not agree to the adjustment in this latter case, the customer shall be entitled to terminate the contract in writing within thirty days following notice of the adjustment, which termination shall take effect on the date on which the new prices and/or rates would take effect.

- 3.6 The parties shall record the date or dates on which the supplier shall charge the customer for the performance agreed in the contract. Amounts owed must be paid by the customer in accordance with the agreed payment terms or the payment terms stated on the invoice. The customer may not suspend any payment and may also not set off any amounts owed.
- 3.7 If the customer fails to pay amounts due or fails to do so on time, the customer shall owe statutory interest for commercial contracts on the outstanding amount without a demand for payment or a notice of default being required. If the customer fails to pay the amount due after a demand for payment or a notice of default has been issued, the supplier shall be entitled to refer the debt for collection, in which case the customer must pay all judicial and extrajudicial costs, including all costs charged by external experts. The foregoing shall be without prejudice to the supplier's other legal and contractual rights.

### Art. 4 Term of the contract

- 4.1 If and insofar as the contract concluded between the parties is a continuing performance contract, the contract shall be entered into for the term agreed between the parties. A term of one year shall apply if no term has been agreed.
- 4.2 The term of the contract shall be tacitly extended, each time by the period of time originally agreed, unless the customer or supplier terminate the contract in writing with due observance of a notice period of three months prior to the end of the current term.

### Art. 5 Confidentiality and transfer of personnel

- 5.1 The customer and supplier must ensure that all information received from the other party that the receiving party knows or should reasonably know is confidential is kept secret. This duty of confidentiality shall not apply to the supplier if and insofar as the supplier is required to provide the information concerned to a third party in accordance with a court decision or a statutory requirement, or if and insofar as doing so is necessary for the proper performance of the contract by the supplier. The party that receives the confidential information may only use it for the purpose for which it was provided. Information shall in any case be deemed to be confidential if it has been qualified as such by one of the parties.
- 5.2 During the term of the contract and for one year following its termination, each of the parties shall not employ or otherwise directly or indirectly engage, for the purpose of performing work, employees of the other party who are or were involved in the performance of the contract unless the other party has given prior written permission. Conditions may be attached to this permission, including the condition that the customer must pay reasonable compensation to the supplier.

### Art. 6 Privacy and data processing

- 6.1 If necessary for the performance of the contract, the customer shall on request inform the supplier in writing about the way in which the customer performs its legal obligations regarding the protection of personal data.
- 6.2 The customer indemnifies the supplier against claims of persons whose personal data is recorded or processed in the context of a register of personal data that is maintained by the customer or for which the customer is otherwise responsible by law, unless the customer proves that the facts on which a claim is based are attributable to the supplier.
- 6.3 The customer is fully responsible for the data that it processes in the context of using a service of the supplier. The customer guarantees vis-a-vis the

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supplier that the content, use and/or processing of the data are not unlawful and do not infringe any right of a third party. The customer indemnifies the supplier against any claim of a third party instituted for whatever reason in connection with this data or the performance of the

## Art. 7 Security

- 7.1 If the supplier is obliged to provide for a form of information security under the contract, this security shall meet the specifications agreed in writing between the parties regarding security. The supplier does not guarantee that the information security provided is effective under all circumstances. If the contract does not include an explicitly defined security method, the security provided shall meet a standard that is not unreasonable in terms of the state of the art, the sensitivity of the information and the costs associated with the security
- 7.2 The access or identification codes and certificates provided by or because of the supplier to the customer are confidential and must be treated as such by the customer and may only be made known to authorized personnel in the customer's own organization. The supplier is entitled to change the access or identification codes and certificates.
- 7.3 The customer must adequately secure its systems and infrastructure and always have active antivirus software protection.

## Art. 8 Retention of title, reservation of rights and suspension

- 8.1 All items delivered to the customer shall remain the property of the supplier until all amounts owed by the customer to the supplier under the contract concluded between the parties have been paid to the supplier in full. A customer that acts as a reseller may sell and supply all items that are subject to the supplier's retention of title insofar as doing so is usual in the context of the customer's ordinary course of business.
- 8.2 The property-law consequences of the retention of title with respect to an item destined for export shall be governed by the laws of the State of destination if those laws contain provisions that are more favorable to the supplier.
- 8.3 As and when necessary, rights shall be granted or transferred to the customer subject to the condition that the customer has paid all amounts owed under the contract.
- 8.4 The supplier may retain all information, documents, software and/or data files received or created in the context of the contract despite an existing obligation to hand over or transfer until the customer has paid all amounts owed to the supplier.

## Art. 9 Risk transfer

- 9.1 The risk of loss, theft, misappropriation or damage of items, information (including user names, codes and passwords), documents, software or data files that are created, supplied or used in the context of performing the contract shall pass to the customer at the time at which the customer or an auxiliary person of the customer comes into actual possession of the items and information referred to.

## Art. 10 Intellectual property

- 10.1 If the supplier is prepared to undertake to transfer an intellectual property right, such a commitment may only be undertaken expressly and in writing. If the parties agree in writing that an intellectual property

right with respect to software, websites, data files, equipment or other materials specifically developed for the customer shall transfer to the customer, this shall be without prejudice to the supplier's right or option to use and/or operate, either for itself or for third parties and without any restriction, the parts, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards and the like on which the developments referred to are based for other purposes. The transfer of an intellectual property right shall likewise be without prejudice to the supplier's right to complete developments, either for itself or for a third party, that are similar to or derived from developments that were or are being completed for the customer.

- 10.2 All intellectual property rights to the software, websites, data files, equipment and training, testing and examination materials, as well as other materials like analyses, designs, documentation, reports and offers, including preparatory materials in this regard, developed or made available to the customer under the contract are held exclusively by the supplier, its licensors or its suppliers. The customer shall have the rights of use expressly granted under these general terms and conditions, the contract concluded in writing between the parties and the law. A right accorded to the customer is non-exclusive and may not be transferred, pledged or
- 10.3 The customer may not remove or change any indication concerning the confidential nature of or concerning the copyrights, brands, trade names or any other intellectual property right pertaining to the software, websites, data files, equipment or materials, or have any such indication removed or changed.
- 10.4 Even if not expressly provided for in the contract, the supplier may always take technical measures to protect equipment, data files, websites, software made available, software to which the customer is granted direct or indirect access, and the like in connection with an agreed limitation in terms of the content or duration of the right of use of these items. The customer may not remove or bypass such technical measures or have such technical measures removed or
- 10.5 The supplier indemnifies the customer against any claim of a third party based on the allegation that software, websites, data files, equipment or other materials developed by the supplier itself infringe an intellectual property right of that third party, subject to the condition that the customer immediately informs the supplier in writing about the existence and content of the claim and leaves the settlement of the claim, including any arrangements made in this regard, entirely to the supplier. The customer shall provide the powers of attorney and information required to the supplier and assist the supplier to defend itself against such claims. This obligation to indemnify shall not apply if the alleged infringement concerns (i) materials made available to the supplier by the customer for use, modification, processing or maintenance or ii) changes made or commissioned by the customer in the software, website, data files, equipment or other materials without the supplier's written permission. If it is irrevocably established in court that software, websites, data files, equipment or other materials developed by the supplier itself is or are infringing any intellectual property right held by a third party, or if, in the opinion of the supplier, there is a good chance that such an infringement is occurring, the supplier shall if possible ensure that the customer can continue to use, or use functional equivalents of, the software, websites, data files, equipment or materials supplied. Any other or further obligation to indemnify on the part of the supplier due to infringement of a third party's intellectual property right is excluded.

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10.6 The customer guarantees that making equipment, software, material intended for websites, data files and/or other materials and/or designs available to the supplier for the purpose of use, maintenance, processing, installation or integration does not infringe any rights of third parties. The customer indemnifies the supplier against any claim of a third party based on the allegation that such making available, use, maintenance, processing, installation or integration infringes a right of that third party.

## Art. 11 Obligations to cooperate

- 11.1 The parties acknowledge that the success of work in the field of information and communications technology depends on proper and timely cooperation between the parties. The customer shall always extend, in a timely manner, the cooperation reasonably required by the supplier.
- 11.2 The customer bears the risk of selecting the items, goods and/or services to be provided by the supplier. The customer must always exercise the utmost care to guarantee that the requirements that the supplier's performance must meet are accurate and complete. Measurements and particulars given in drawings, images, catalogues, websites, offers, advertising material, standardization sheets and the like are not binding for the supplier unless expressly stated otherwise by the supplier.
- 11.3 If the customer deploys employees and/or auxiliary persons in the performance of the contract, these employees and auxiliary persons must have the knowledge and experience required. If the supplier's employees perform work at the customer's location, the customer must provide, on time and free of charge, the facilities required, such as a workspace with computer and network facilities. The supplier shall not be liable for damage or costs due to transmission errors, malfunctions or the non-availability of these facilities unless the customer proves that this damage or these costs are the result of deliberate intent or recklessness on the part of the supplier's management.

## Art. 12 Obligations to provide information

- 12.1 To enable proper performance of the contract by the supplier, the customer shall always provide all information reasonably required by the supplier to the supplier in a timely manner.
- 12.2 The customer guarantees that the information, designs and specifications that it has provided to the supplier is or are accurate and complete. If the information, designs or specifications provided by the customer contain inaccuracies apparent to the supplier, the supplier shall contact the customer to make enquiries about the matter.
- 12.3 In connection with continuity, the customer shall designate a contact person or contact persons who shall act in that capacity for the duration of the supplier's work. The customer's contact persons shall have the experience required, specific knowledge of the subject matter and a proper understanding of the objectives that the customer wishes to achieve.
- 12.4 The supplier is only obliged to periodically provide information concerning the performance of the work to the customer through the contact person designated by the customer.

## Art. 13 Terms

- 13.1 The supplier shall make reasonable efforts to comply to the greatest extent possible with the terms and delivery periods and/or dates and delivery dates,

whether or not these are firm deadlines and/or dates, that it has specified or that have been agreed between the parties. The interim dates and delivery dates specified by the supplier or agreed between the parties shall always apply as target dates, shall not bind the supplier and shall always be indicative.

- 13.2 If a term is likely to be exceeded, the supplier and customer shall consult with each other about the consequences of the term being exceeded in relation to further planning.
- 13.3 In all cases, therefore also if the parties have agreed firm deadlines and delivery periods or dates and delivery dates, the supplier shall only be in default as a result of a period of time being exceeded after the customer has declared the supplier to be in default in writing and a reasonable term that the customer granted to the supplier to remedy the breach has passed. The notice of default must describe the breach as comprehensively and in as much detail as possible in order to give the supplier the opportunity to respond adequately.
- 13.4 If it has been agreed that the work under the contract is to be performed in phases, the supplier shall be entitled to postpone the start of a phase's work until the customer has approved the results of the preceding phase in writing.
- 13.5 The supplier shall not be bound by a date or delivery date or term or delivery period, whether or not final, if the parties have agreed an amendment to the content or scope of the contract (additional work, a change of specifications and so on) or a change in approach with respect to performance of the contract, or if the customer fails to fulfil its obligations arising from the contract or fails to do so on time or in full. The need for or occurrence of additional work during performance of the contract shall never constitute a reason for the customer to give notice of termination or to rescind (in Dutch: 'ontbinden') the contract.

## Art. 14 Termination and cancellation of the contract

- 14.1 Each party shall only be authorized to rescind the contract due to an attributable failure in the performance of the contract if the other party, in all cases after a written notice of default that is as detailed as possible and that grants a reasonable term to remedy the breach has been issued, is culpably failing to fulfil essential obligations under the contract. The customer's payment obligations and all obligations of the customer or a third party engaged by the customer to cooperate and/or provide information apply in all cases as essential obligations under the contract.
- 14.2 If, at the time of rescission, the customer has already received goods or services in the performance of the contract, these goods or services and the associated payment obligations shall not be undone unless the customer proves that the supplier is in default with respect to the essential part of such goods or services. With due regard to the stipulation of the preceding sentence, amounts invoiced by the supplier prior to rescission in connection with what it already properly performed or delivered in the performance of the contract shall remain payable in full and shall become immediately due and payable at the time of termination.
- 14.3 A contract which, due to its nature and content, does not end in completion and which has been entered into for an indefinite period of time may be terminated by either of the parties in writing following consultation between the parties. Reasons for the termination must be stated. If a notice period has not been agreed between the parties, a reasonable period must be observed when notice of termination is given. The supplier is never obliged to pay any compensation due to termination.

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- 14.4 The customer may not terminate a contract of engagement that has been entered into for a definite period of time.
- 14.5 Either of the parties may terminate the contract in writing, in whole or in part, without notice of default being required and with immediate effect, if the other party is granted a moratorium, whether or not provisional, a petition for bankruptcy is filed for the other party or the company of the other party is liquidated or dissolved other than for restructuring or a merger of companies. The supplier may also terminate the contract, in whole or in part, without notice of default being required and with immediate effect, if a direct or indirect change occurs in the decisive control of the customer's company. The supplier is never obliged to repay any amount in money already received or pay any amount in compensation due to termination as referred to in this paragraph. If the customer goes irrevocably bankrupt, its right to use the software, websites and the like made available to it shall end, as shall its right to access and/or use the supplier's services, without termination by the supplier being required.

## Art. 15 Liability of the supplier

- 15.1 The supplier's total liability due to an attributable failure in the performance of the contract or on any legal basis whatsoever, expressly including each and every failure to fulfil a warranty obligation agreed with the customer, shall be limited to compensation for direct loss up to a maximum of the price stipulated for the contract concerned (excluding VAT). If the contract is mainly a continuing performance contract with a term of more than one year, the price stipulated for the contract shall be set at the total amount of the payments (excluding VAT) stipulated for one year. The supplier's total liability for direct loss, on any legal basis whatsoever, shall never amount to more than EUR 100.000 (one hundred thousand euros), however.
- 15.2 The supplier's total liability for loss due to death or bodily injury or as a result of material damage to items shall never amount to more than EUR 250.000 (two hundred fifty thousand euros).
- 15.3 The supplier's liability for indirect loss, consequential loss, loss of profits, lost savings, reduced goodwill, loss due to business interruption, loss as a result of claims of the customer's customers, loss arising from the use of items, materials or software of third parties prescribed by the customer to the supplier and loss arising from the engagement of suppliers prescribed by the customer to the supplier is excluded. The supplier's liability for corruption, destruction or loss of data or documents is likewise excluded.
- 15.4 The exclusions and limitations of the supplier's liability described paragraphs 15.1 up to and including 15.3 are entirely without prejudice to the other exclusions and limitations of the supplier's liability described in these general terms and conditions.
- 15.5 The exclusions and limitations referred to in paragraphs 15.1 up to and including 15.4 shall cease to apply if and insofar as the loss is the result of deliberate intent or recklessness on the part of the supplier's management.
- 15.6 Unless performance by the supplier is permanently impossible, the supplier shall only be liable due to an attributable failure in the performance of a contract if the customer declares the supplier to be in default in writing without delay and grants the supplier a reasonable term to remedy the breach, and the supplier culpably fails to fulfil its obligations also after this term has passed. The notice of default must describe the breach as comprehensively and in as

much detail as possible in order to give the supplier the opportunity to respond adequately.

- 15.7 For there to be any right to compensation, the customer must always report the loss to the supplier in writing as soon as possible after the loss has occurred. Each claim for compensation against the supplier shall be barred by the mere expiry of a period of 24 months following the inception of the claim unless the customer has instituted a legal action for damages prior to the expiry of this period.
- 15.8 The customer indemnifies the supplier against any and all claims of third parties due to product liability as a result of a defect in a product or system that the customer supplied to a third party and that consisted in part of equipment, software or other materials supplied by the supplier, unless and insofar as the customer is able to prove that the loss was caused by the equipment, software or other materials referred to.
- 15.9 The provisions of this article and all other limitations and exclusions of liability referred to in these general terms and conditions shall also apply for the benefit of all natural persons and legal entities that the supplier engages in the performance of the contract.

## Art. 16 Force majeure

- 16.1 None of the parties shall be obliged to fulfil any obligation, including any statutory and/or agreed warranty obligation, if it is prevented from doing so by force majeure. Force majeure on the part of the supplier means, among other things: (i) force majeure on the part of the suppliers of the supplier, (ii) the failure to properly fulfil obligations on the part of suppliers that were prescribed to the supplier by the customer, (iii) defects in items, equipment, software or materials of third parties the use of which was prescribed to the supplier by the customer, (iv) government measures, (v) power failures, (vi) Internet, data network or telecommunication facilities failures, (vii) war and (viii) general transport problems.
- 16.2 Either of the parties shall have the right to rescind the contract in writing if a situation of force majeure persists for more than 60 days. In such an event, that which has already been performed under the contract shall be paid for on a proportional basis without the parties owing each other anything else.

## Art. 17 Changes and additional work

- 17.1 If, at the request or prior consent of the customer, the supplier has performed work or supplied goods or services that is or are outside the scope of the agreed work and/or provision of goods or services, the customer shall pay for this work or provision of goods or services in accordance with the agreed rates or, if no rates have been agreed between the parties, in accordance with the supplier's usual rates. The supplier is not obliged to honor such a request and may require that a separate contract be concluded in writing for the purpose.
- 17.2 Insofar as a fixed price has been agreed for the provision of services, the supplier shall on request inform the customer in writing about the financial consequences of the additional work or the additional provision of goods or services as referred to in this article.

## Art. 18 Applicable law and disputes

- 18.1 Contracts between the supplier and customer are governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

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- 18.2 Disputes that arise by reason of the contract concluded between the parties and/or by reason of any further contracts deriving from it shall be resolved by arbitration in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes (Stichting Geschillenoplossing Automatisering - SGOA), which has its registered office in The Hague, the Netherlands, the foregoing without prejudice to the right of each party to request preliminary relief in summary arbitral proceedings and without prejudice to the right of each party to take precautionary measures. Arbitration proceedings shall take place in The Hague.
- 18.3 If a dispute that arises by reason of the contract concluded between the parties or by reason of any further contracts deriving from it is within the jurisdiction of the cantonal court (in Dutch: kantongerecht), each party, in derogation from the provisions of Article 20.2, shall be entitled to bring the case before the legally competent court as a cantonal court case.
- 18.4 The parties shall only be entitled to take the aforementioned action if arbitration proceedings concerning the dispute have not yet been instituted in accordance with the provisions of Article 20.2. If, with due observance of the provisions of Article 20.3, one or more of the parties have brought the case before the legally competent court in order for it to be heard and settled, the cantonal court judge of that court shall be competent to hear and settle the case.

## Chapter 2. Advice and consultancy

The provisions of this 'Advice and consultancy' chapter shall apply in addition to the general provisions of these general terms if the supplier provides services in the field of advice and consultancy.

### Art. 19 Performance of advisory and consultancy services

- 19.1 The completion time of an assignment in the field of advice and consultancy depends on various factors and circumstances, such as the quality of the data and information provided by the customer and the cooperation of the customer and relevant third parties. Unless otherwise agreed in writing, therefore, the supplier shall not commit to an assignment completion time in advance.
- 19.2 The supplier's services shall only be performed on the supplier's usual working days and during the supplier's usual business hours.
- 19.3 The use that the customer makes of advice and/or a consultancy report issued by the supplier shall always be at the customer's risk. The onus to prove that the advisory and consultancy services or the way in which they are performed are not in conformance with that which has been agreed in writing or may be expected from a competent supplier acting reasonably is entirely on the customer, without prejudice to the supplier's right to furnish evidence to the contrary through all means.
- 19.4 Without the supplier's prior written permission, the customer may not disclose the supplier's way of working, methods and techniques and/or the content of the supplier's advice or reports to third parties. The customer may not provide the supplier's advice or reports to a third party or otherwise make the supplier's advice or reports public.

### Art. 20 Reporting

- 20.1 The supplier shall periodically inform the customer, in the manner agreed in writing, about the performance of the work. The customer shall inform the supplier in

advance and in writing about circumstances of importance or circumstances that could be of importance to the supplier, such as the manner of reporting, the issues to be addressed, the customer's prioritization, the availability of resources and personnel of the customer, and special facts or circumstances or facts or circumstances of which the supplier is possibly unaware. The customer shall ensure that the information provided by the supplier is further disseminated and noted within the customer's organization and that it is assessed partly on the basis of this inspection, and shall inform the supplier about this inspection and assessment.

### Art 21. Payment

- 21.1 In the absence of an expressly agreed payment schedule, all amounts that relate to the services provided by the supplier as referred to in this chapter shall be payable each calendar month in arrears.

## Chapter 3. Education and training

The provisions of this 'Education and training' chapter shall apply in addition to the general provisions of these general terms and conditions chapter if the supplier provides services, under whatever name and in any manner whatsoever (for example in electronic form), in the field of education, training, workshops, seminars and the like (hereinafter referred to as 'training course').

### Art. 22 Registration and cancellation

- 22.1 A course must be registered for in writing. Registration is binding following its confirmation by the supplier.
- 22.2 The customer is responsible for the choice and suitability of the training course for the participants. A lack of prior knowledge on the part of a participant does not affect the customer's obligations under the contract. The customer may replace a training course participant with another participant with the supplier's prior written permission.
- 22.3 If, in the opinion of the supplier, the number of registrations is a reason for doing so, the supplier shall be entitled to cancel the training course, to combine it with one or more training courses or provide it at a later date. The supplier reserves the right to change the location of the training course. The supplier is entitled to change the training course in organizational terms and in terms of content.
- 22.4 The consequences of cancellation of participation in a training course by the customer or participants are governed by the supplier's usual rules. A cancellation must always be effected in writing prior to the training course or the part of the training course concerned. Cancellation or non-attendance does not affect the customer's obligations under the contract.

### Art 23 Provision of the training course

- 23.1 The customer accepts that the supplier determines the content and depth of the training course.
- 23.2 The customer shall inform the participants about the obligations under the contract and the rules of conduct and other rules prescribed by the supplier for participation in the training course and shall ensure compliance with these obligations and rules.
- 23.3 If the supplier uses its own equipment or software to provide the training course, it does not guarantee that this equipment or software is free of errors and will function without interruption. If the supplier provides the training course at the customer's location, the customer shall ensure the availability of properly operating equipment and software.

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- 23.4 Administering an examination or test does not form part of the contract.
- 23.5 The customer shall owe a separate payment for the documentation, training materials or training resources made available or produced for the training course. The preceding stipulation also applies to any certificates of training or copies of such certificates.

## Art 24 Price and payment

- 24.1 The supplier may require that the customer pay the amounts owed prior to the start of the training course. The supplier may exclude participants from the training course if the customer fails to ensure payment on time, without prejudice to the other rights of the supplier.
- 24.2 Unless the supplier has expressly indicated that the training course is exempt from VAT within the meaning of Section 11 of the Turnover Tax Act 1968, the customer shall also owe VAT on the payment. The supplier shall be entitled to adjust its prices following the conclusion of the contract in the event of a change in the VAT regime for training courses established under or pursuant to the law.