

**GENERAL TERMS AND CONDITIONS**  
**CKC Seminars BV, having its seat of  
business in Eindhoven,  
the Netherlands**

**Article 1      Definitions**

- CKC Seminars:** CKC Seminars BV, having its seat of business and holding its office in Eindhoven, the Netherlands at Geldropseweg 304. CKC Seminars is registered at the Chamber of Commerce under number 17080331.
- Gathering:** All gatherings organised by CKC Seminars including in any case: congresses, seminars with exposition, courses, events and master classes.
- Counterparty:** The legal person who concludes a service agreement with CKC Seminars. In addition, the natural person who as a participant or sponsor is registered for one of the gatherings.
- Commission:** The cooperation agreed between CKC Seminars and the counterparty (upon request of the latter) to organise a gathering.

**Article 2      General stipulations/Applicability**

1. The Laws of the Netherlands are applicable to all offers issued by and/or to CKC Seminars, all agreements concluded with CKC Seminars, all other legal relations and these General Terms and Conditions.
2. All disputes deriving from legal relations with CKC Seminars shall be subjected to the judgment of the competent court of the District Court for Oost-Brabant, the Netherlands.
3. CKC Seminars reserves the right to change or to extend the General Terms and Conditions. These changes and/or additions shall be made known in writing to the counterparty.
4. Solely these General Terms and Conditions shall be applicable to all offers issued by and/or to CKC Seminars, all agreements concluded with CKC Seminars, registrations and all other legal relations.
5. The applicability of the general terms and conditions of the counterparty is hereby explicitly rejected.
6. Deviations from these General Terms and Conditions are solely concluded insofar as they explicitly have been agreed in writing between CKC Seminars and the counterparty.
7. In case that one or more stipulations in the legal relations to which these General Terms and Conditions are applicable, deviate from these General Terms and Conditions, then the stipulations in the legal relations shall prevail.
8. If any stipulation of these General Terms and Conditions is invalid or will be invalidated, then the other stipulations of these General Terms and Conditions shall remain fully in force and parties shall enter into consultation with each other in order to agree upon new stipulations as replacement, whereby as much as possible connection will be sought with the purpose and the tenor of the invalid or invalidated stipulation.

**Article 3      Offers/conclusion of the agreement**

1. All offers made by CKC Seminars are non-binding, unless stated otherwise hereafter and must be regarded with the General Terms and Conditions as one entirety.
2. Acceptation of (online-)registration takes place by written or electronic order confirmation. By means of an online registration via the website of CKC Seminars, the counterparty declares to agree with these General Terms and Conditions and terms and conditions of participation as communicated.
3. By acceptance, the participant and/or counterparty confirms that he accepts the (payment or other) obligations deriving there from and, therefore, is required to comply with except for in case of a situation as described in this article. Whether or not having received a registration confirmation leaves the obligations as stated in this article unaffected.
4. No right to establishment of participation as participant and/or counterparty can be derived from the registration. CKC Seminars can in special instances not process a registration, as well as comply partially or not comply with services concerning the participation package, without that the participant and/or counterparty can make a claim to compensation of damages.
5. Issued offers render no warranty for the future.
6. An agreement is not concluded if the acceptance deviates from the offer.
7. CKC Seminars reserves the right to in case of insufficient participation, such solely at the discretion of CKC Seminars, to terminate the agreement.
8. CKC Seminars reserves the right to deviate from the sequence designated in the brochure and/or on the website and/or content of the program, or to deploy other speakers.

## Article 4 Prices

1. The stated prices are exclusive of VAT and must be paid inclusive of VAT unless stated otherwise.
2. CKC Seminars has the right to change the prices in between and shall notify the counterparty in writing of possible (planned) price changes.
3. Unless on the website stated otherwise, the prices are inclusive of coffee, tea and – in prevalent instances – aperitif and lunches. In this price is also included the possible course material that shall be handed out to the counterparty during the gathering.

## Article 5 Invoicing and payment

1. Invoices shall be sent per email to the e-mail address, stated by counterparty. The statement of the e-mail address (or the invoice address) of the accounts payable administration of the counterparty, leaves the payment obligation towards CKC Seminars unaffected.
2. If the counterparty chooses to let the invoice be mailed to the accounts payable administration, then the correct name, invoice address and purchase-/order numbers possibly required within the enterprise for payment must be filled in on the online registration form.
3. Unless otherwise agreed, invoices must be paid within 14 days after the date of the invoice, without set-off of discount.
4. If timely payment has remained absent, then the counterparty can be denied access to the gathering, unless the due amount after all is paid cash or is evidenced by means of the presentation of a proof of payment.
5. In case of non-timely payment CKC Seminars will send the counterparty a payment reminder and subsequently a notification of default. For this, CKC Seminars can bring administration costs into account of € 50,-. Also, CKC Seminars can bring into account to the counterparty an interest of 1% per month over the entire amount of the invoice.
6. If counterparty, despite the summations mentioned above, has not proceeded to payment, then CKC Seminars feels required to hand over the claim to a collection agency. On the basis of the Dutch law on collection costs "Wet Incassokosten", for private persons the following table shall be applied:  
WIK Table:

	Principal (ex. interest)	Percentage:
Over the first Over	€ 2,500,-	15% (Minimum of € 40,-)
the following Over	€ 2,500,-	10%
the following Over	€ 5,000,-	5%
the following Over	€190,000,-	1%
amounts above		0.5% with a maximum of € 6,775,-

7. The complete costs connected to collection, such as stamps, phone and internal processing costs, as well as the full court costs and costs of (out-of-) court legal assistance, therein included the costs not allocated by a court entity, will be for the account of the counterparty. The out-of-court costs amount to 15% of the due amount, with a minimum of €250,- (ex VAT).
8. Notwithstanding the above, CKC Seminars is, in case of not or not-timely payment or non- or not-proper compliance with any obligation resting on the counterparty, authorised to dissolve the agreement and to cease further deliveries or to suspend the compliance with its obligations, notwithstanding the right of CKC Seminars to compensation of damages.
9. CKC Seminars is at all times authorised to require advance payment, cash payment or surety for the payment from the counterparty. If the counterparty does not comply therewith, then CKC Seminars is authorised to dissolve the agreement, to cease further deliveries or to suspend the compliance with our obligations, notwithstanding the right of CKC Seminars to compensation of damages.

## Article 6 Intellectual Property

1. All intellectual and/or industrial property rights concerning the data and information provided by CKC Seminars to the counterparty, in whichever form, continue to belong to CKC Seminars or belong to the authors and/or speakers. Multiplication and/or distribution of information provided by and/or via CKC Seminars to the counterparty are not permitted without explicit written permission of CKC Seminars.
2. The counterparty is not authorised to make the results of the executed services and/or works in any form available to third parties, or to give any information about this to third parties, unless CKC Seminars has granted its permission for this in writing. CKC Seminars can link conditions to this permission.
3. Notwithstanding the stipulations in these General Terms and Conditions, CKC Seminars is authorized to dissolve the agreement in writing, in- and out-of-court, in whole or in part if third parties hold CKC Seminars liable regarding violation of intellectual (property) rights or similar rights. CKC Seminars shall make no use of its right to dissolution of the agreement than after prior consultation with the counterparty.
4. CKC Seminars reserves the right to deviate from the sequence designated in the brochure and/or on the website and/or content of the program, or to deploy other speakers.

## Article 7 Liability

1. Except for the stipulations in the law, CKC Seminars is not liable for damage, which is emerged by and/or during the use of goods and/or services delivered by and/or on behalf of CKC Seminars, also if this damage is emerged by acts of third parties involved by CKC Seminars in the execution of the agreement, as well as damage which is the consequence is of the non-compliance of goods delivered by CKC Seminars to the requirements set thereto or which is the consequence of defects in the delivery by CKC Seminars.
2. CKC Seminars is not liable for damage suffered by the counterparty as a consequence of editorial and/or content related incorrectness and/or incompleteness in the goods and/or services delivered by and/or on behalf of CKC Seminars.
3. In no case is CKC Seminars liable for indirect damage, therein included missed profits as a consequence of the not, or not properly, giving of the gathering, the provision of other services or any other consequential damage.
4. The counterparty must safeguard CKC Seminars from claims of third parties to compensation of damages as referred to in the first three sections of this article.

## Article 8 Change of date and/or location/cancellation

1. If the counterparty is unable to attend, then a colleague can participate in his place, provided that the person is in the possession of the registration belonging to the counterparty.
2. Unless stated otherwise on the website, the following regulation shall apply for cancellation by the counterparty. A registration cannot be withdrawn or changed unilaterally. CKC Seminars can grant a request for cancellation of the registration if this takes place per registered letter or per email, under the condition that the concerned counterparty pays a cancellation fee.

This fee is at least:

  - € 50,- upon cancellation up to 2 weeks before the date of taking place or start of the gathering.
  - 100% of the registration fee upon cancellation within 2 weeks before the date of take place or start of the gathering.
  - € 50,- upon cancellation within 2 weeks before the date of taking place or start of the gathering in case of **free participation**.
  - a. In case of Force Majeure, CKC Seminars has the right to proceed to entire or partial cancellation, without that CKC is required Seminars to any compensation of damages.
  - b. Under Force Majeure\* will also be included all circumstances on which CKC Seminars reasonably can exercise no influence, irrespective of whether they were foreseeable at the time of the conclusion of the agreement or not, because of which the holding of a gathering is hindered in whole or in part and permanently or temporarily. As Force Majeure will in any case be regarded as the circumstance that a teacher is unable to participate in the gathering or if the stated location is not available and CKC Seminars has not succeeded in finding a replacement teacher for the location.
  - c. Course/congress fees possibly paid in advance by the counterparty shall be refunded by CKC Seminars in case as referred to sub a.
  - d. After the Force Majeure situation\* as referred to in this article has lasted two months, or if at the start thereof it can already be foreseen that the Force Majeure situation shall last more than two months, then CKC Seminars and/or the counterparty is authorised to dissolve the agreement by means of a written or electronic notification without intervention of the courts in whole or in part, without that on CKC Seminars or the counterparty any obligation to compensation of damages shall rest.
3. CKC Seminars reserves at all times the right, because of special circumstances and Force Majeure\*, to change the dates and/or location for the gathering or not to let the gathering take place, without the counterparty being allowed to make a claim for compensation of any damage in such instances.
4. CKC Seminars reserves the right to exclude counterparties that by their behaviour or otherwise impede or disturb the normal course of the gathering, also in view of the interest of the other attendants, from further participation in the gathering. Exclusion leaves the obligation to payment of the gathering unaffected.

## Article 9 Special stipulations sponsors

1. By means of a fully completed registration form, sent to CKC Seminars, the counterparty (hereinafter referred to as the "sponsor") declares to agree with the terms and conditions for participation in the concerned gathering recorded in the General Terms and Conditions and the 'Terms and conditions of participation' as worded on the registration form.
2. From the registration no right to establishment of participation as sponsor can be derived. In special instances, CKC Seminars can decide not to process a registration, allocate less stand space than for which was registered, decide to change already allocated stand space or withdraw already granted allocation as well as partially not or entirely not comply with services concerning the sponsor package, without that the sponsor can make a claim to compensation of damages.

CKC Seminars reserves the right at all times because of special circumstances (as Force Majeure as mentioned in article 8) to change the dates and/or location for the gathering or let the gathering not take place, without that in those instances the sponsor can make a claim to compensation of any damage.
- 3.

In case of cancellation by CKC Seminars shall apply (unless stated otherwise in the 'Terms and conditions of participation' as well as on the registration form) a refunding of already executed payments by the sponsor, under withholding of the costs made by CKC Seminars until then.

4. Unless stated otherwise in the 'Terms and conditions of participation' as well as on the registration form, the following regulation shall apply for cancellation by the sponsor.  
A registration cannot be changed or withdrawn unilaterally by the sponsor. CKC Seminars can grant a request for cancellation of the registration if this takes place per registered letter or per email, under the condition that the concerned sponsor pays a cancellation fee. This fee amounts to:
  - 10% of the full sponsor package-amount, upon cancellation up to 6 months before the date of taking place or start of the seminar with exposition;
  - 50% of the full sponsor package-amount, upon cancellation less than 6 months before the date of taking place or start of the seminar with exposition
  - 100% of the full sponsor package-amount, upon cancellation less than 4 months before the date of taking place or start of the seminar with exposition.A partial cancellation within the sponsor package or a change of sponsor package (downgrade) also falls under above cancellation fee.
5. Unless stipulated otherwise in the 'Terms and conditions of participation', the payment of the sponsor package must take place in two equal instalments, being:
  - 120 days before the taking place or start of the seminar with exposition:
  - 30 days before the taking place or start of the seminar with exposition:In case the second partial invoice is dated less than 30 days before the first build-up day of the seminar with exposition the due stand fee must be paid PER DIRECT.
6. If the sponsor does not to comply with this financial obligations, then CKC Seminars is authorised no to proceed to allocation of stand space or to withdraws an already granted allocation or to make no stand space available, as well as not to comply in whole or in part with services concerning the sponsor package, notwithstanding the claim of CKC Seminars on full payment of these amounts.
7. CKC Seminars is authorised to hand over the collection of the amounts due by the sponsor, whereby all costs, both in-court and out-of-court will be for the account of the sponsor, increased with the then applicable interest by law, to be calculated from the due date of the due amounts.
8. Goods are in the concerned accommodation or the related terrains for the account and the risk of the sponsor. CKC Seminars does not charge itself with the insurance thereof. CKC Seminars is not liable for damage by whichever cause emerged to goods or persons caused by or in connection with the participation in the gathering. Neither CKC Seminars is liable for damage of third parties, caused by the use of the stand by the sponsor or his personnel. The sponsor safeguards CKC Seminars from claims of third parties from this respect.
9. The sponsor is liable and must be legally insured for all damage, that by actions or omissions of himself, his personnel or by his submissions, in whichever manner, is caused to goods of and/or persons working with or in commission of CKC Seminars. The sponsor safeguards CKC Seminars from all claims that others might make in that regard.
10. CKC Seminars is not liable for damage as a consequence of errors made in the reference or profiling in whichever manner concerning the sponsor and not for damage from whichever cause emerged to the sponsor or third parties caused by or in connection with the participation in gathering.
11. All intellectual and/or industrial property rights concerning the data and information provided by CKC Seminars to sponsor, in whichever form, continue to belong to CKC Seminars or authors. Multiplication and/or distribution of information provided by and/or via CKC Seminars to the sponsor are not permitted without prior explicit written permission of CKC Seminars.
12. CKC Seminars reserves the right to deviate from the title, sequence, order and/or content of the program and the exposition stated in advance.
13. CKC Seminars reserves the right to exclude sponsors that by their behaviour or otherwise impede or disturb the normal course of the gathering, also in view of the interest of the other sponsors as well as participants and speakers, from further participation at the gathering. Exclusion leaves the obligation to payment of the full sponsor amount unaffected.
14. CKC Seminars shall make a maximum effort for the acquisition of the participants of the gathering, but is not liable for whichever damage in case of a disappointing number of visitors. In the sponsor information, a reference number and estimated number is mentioned. However, this is not a number subject to warranty.
15. In all instances, for which the agreement and these applicable General Terms and Conditions do not provide, CKC Seminars as the organiser of the gathering shall decide.

## **Article 10 Termination**

1. CKC Seminars and counterparty have, notwithstanding the right to compensation of damages and notwithstanding the other rights belonging to it and without that a notification of default or an intervention of the courts is required, the right to cancel or to dissolve the agreement on each desired moment with immediate effect by means of a written notification to the counterparty in whole or in part, or to suspend the (further) execution of the agreement with the counterparty in case:
  - a. the counterparty is declared to be in a state of bankruptcy;
  - b. the bankruptcy of the counterparty is applied for or the counterparty applies self for his bankruptcy;
  - c. (provisional) suspension of payment with regard to the counterparty is granted;
  - d. An arrangement with the creditors of the counterparty is made;
  - e. the counterparty loses the free disposition over (a substantial part of) his capital;
  - f. the counterparty proceeds to cessation of his enterprise or an important part thereof, including liquidation of the enterprise or the introduction of the enterprise in a limited company to be incorporated or already existing;
  - g. a resolution to dissolution of the counterparty as a legal person has been taken;
  - h. the counterparty does not or not fully comply with any obligation resting on him on the basis of the law or the agreement or acts in violation with the agreement and/or these General Terms and Conditions;
  - i. There is an instance of Force Majeure as stipulated in these General Terms and Conditions.

## **Privacy Statement**

CKC Seminars respects the privacy of all visitors of its websites. The data that the counterparty leaves behind on the website shall be treated carefully and confidentially. The data will be included in a database and can be used for marketing purposes or the enlargement of the customer pool.

Upon registration for gatherings or newsletters, the counterparty must input the data concerning its organisation, person and possible preferences. These data can be used (if necessary) for invoicing and keeping the counterparty informed about changes concerning the gathering.

CKC Seminars uses the data to inform the counterparty in the future about relevant related products and services. Should the counterparty object hereto, then this can be made known to us via email. CKC Seminars cooperates on its gatherings with participants. Data will solely be shared with participants that are directly involved in the organisation of the event to be visited. E-mail addresses shall never be provided by CKC Seminars to third parties. CKC Seminars shall never sell the data of participants to third parties.

On the website(s) of CKC Seminars there are links to websites of participants. These links have been checked by CKC Seminars on a correct working, but CKC Seminars bears no responsibility whatsoever for the data that are on the websites visited by counterparty. Read thereto the privacy statement of the concerned website.

## **Disclaimer**

Utmost care is spent on the composition and content of the website(s) of CKC Seminars.

CKC Seminars, however, accepts no liability whatsoever for the correctness and completeness hereof, or the direct or indirect consequences of actions or omissions on the basis hereof. In no case can rights of whichever nature be derived from the content of this website.

CKC Seminars reserves the right to improve or otherwise change the information on the website at all times.

No single textual and/or graphic representation of the website(s) of CKC Seminars may be multiplied or published, in whichever form and whichever manner or be stored in an automated (data) file without prior written permission of CKC Seminars.

When you encounter errors, mistakes or other disturbing matters on the website(s) of CKC Seminars, you can report that via email.