

## **General Terms and Conditions for the supply of workshops and courses by Amsterdam Venturelab B. V. (ACE)**

### **Article 1: Definitions**

**ACE:** Amsterdam Venturelab B.V.

**Service:** a course, training, workshop, counselling session and/or other form of training or advice, in the broadest sense of the words, as supplied by ACE.

**Participant:** a natural or legal person that contracts with ACE.

### **Article 2 Applicability**

2.1 These General Terms and Conditions apply to all contracts with ACE concerning participation in, use of and/or assignment to ACE for the supply of a Service.

2.2 The applicability of any general terms and conditions of a Participant are expressly rejected.

2.3 Changes to these conditions shall only be binding if and insofar as they have been confirmed in writing by ACE.

### **Article 3 Making a binding contract**

3.1 The contract between ACE and the Participant becomes binding when the quotation supplied by ACE is signed by the Participant in acceptance or when such acceptance is confirmed by e-mail.

3.2 Changes to a binding contract may only be made with the prior written consent of ACE. Changes to a contract may incur costs for a Participant.

3.3 Once there is a binding contract, if the Participant is a natural person, he has the right to cancel the contract within fourteen (14) days without giving reasons, provided that such cancellation is at least 30 days in advance of the performance of the contract. Costs incurred shall be passed on.

3.4 The Participant is not entitled to cancel the Service if the Service has been commenced by ACE with the consent of the Participant before the period of fourteen (14) days has expired.

### **Article 4 Revocation by the Participant**

4.1. The Participant has the right to revoke participation in, use of, or instructions for a Service in writing before the Service has started. ACE will confirm the revocation in writing.

4.2 The costs for a Participant for revoking the Service are as follows:

- (i) more than 4 weeks before commencement of the Service: free of charge
- (ii) from 2 to 4 weeks before commencement of the Service: 50% of the invoiced amount; and
- (iii) from 0 to 2 weeks before commencement of the Service: the entire invoiced amount.

### **Article 5 Revocation by ACE**

5.1. ACE has the right to revoke a Service or to refuse the participation of a Participant or the participant, contact person or representative designated by the Participant without giving any reasons, in which case the Participant is entitled to a refund of the full amount they have paid to ACE.

### **Article 6 Payment**

6.1 The Participant must pay the principal sum due under the contract one (1) month before the commencement of the Service, and in any event within fourteen (14) days of invoicing in the manner indicated by ACE, unless explicitly agreed otherwise.

6.2 In the event of non-payment or late payment, the Participant is liable for statutory (commercial) interest on the outstanding amount (including VAT) as from fourteen (14) days after the invoice date. On amounts above €1,500 excluding VAT, a 50% payment must be made in advance to purchase a Service.

6.3 If payment is not made on time, the ACE shall be free to assign the claim for collection. In that case, all costs, both judicial and extrajudicial (collection) costs, will be borne by the Participant.

6.4 ACE shall be entitled to suspend the performance of its obligations if a Participant fails to perform its obligations in time.

### **Article 7 Copyright**

7.1 The copyright on the works published by ACE (including teaching materials, concepts, formats, analyses, brochures and other publications in the broadest sense of the word) for the performance of the Services belongs to ACE, unless another copyright has been indicated on the work itself. The Participant may not publish or in any way copy any data from the works published by ACE or be reproduced in any way without the express written consent of ACE.

7.2 Copyright on the works arising from the work performed by ACE for the Participant belongs exclusively in ACE.

#### **Article 8 Liability**

8.1 ACE undertakes to perform the Services to the best of its knowledge and ability.

8.2 ACE only accepts liability towards the Participant for damage arising as a result of a shortcoming attributable to ACE in the performance of the Service/contract or by a wrongful act, but only if it is covered by its liability insurance and insofar as the insurer proceeds to payment. ACE's liability is at all times limited to the invoice amount.

8.3 ACE's liability for indirect or consequential loss (including loss to third parties, goods or materials of third parties) is expressly excluded in all cases.

#### **Article 9 Confidentiality**

9.1 The Participant and ACE will not disclose to third parties or use for the benefit of third parties the information that comes to their knowledge in connection with the performance of the Service without each other's prior written consent, and will treat such information in the strictest confidence.

#### **Article 10 Suspension and termination**

10.1 ACE is entitled to suspend the execution of its obligations if the Participant is in default in the performance of any of its obligations under their contract or any other obligation to ACE.

10.2 If ACE has reasonable doubt about the Participant's ability to pay, it is entitled to suspend its obligations until the Participant has provided sufficient security. It shall also be entitled at any time to demand additional securities.

10.3 If the Participant fails to comply with its obligations under the preceding paragraphs within a reasonable period, ACE is entitled to terminate the contract with immediate effect without being liable to pay any compensation.

10.4 ACE is entitled to terminate the contract or to suspend the performance of its obligations in the event of an application for bankruptcy or moratorium by the Participant.

#### **Article 11 Materials supplied/specified by the Participant**

11.1 The Participant shall keep ACE out of court and indemnify it in respect of any damages, payments, losses, costs, expenses and

claims of third parties on the grounds of infringement, or alleged infringement, of rights belonging to these third parties by the use of items and/or data supplied and/or specified by the Lessee including, but not limited to, stand and exhibition materials, texts, photographs, images and logos.

11.2 ACE is entitled at any time to refuse any and all goods and/or data such as, but not limited to, stand and exhibition materials, texts, photographs, pictures, images and logos if, in the sole opinion of ACE, they are unsuitable or objectionable, or are used in breach of the rights of third parties.

11.3 The Participant guarantees that it has provided ACE with all information and data necessary for the proper execution of their contract. If and insofar as such information is not provided by the Participant on time or at all, ACE shall be entitled to suspend the performance of its obligations and/or to change the delivery period.

#### **Article 12. Third parties**

12.1 ACE shall be free to engage third parties in the performance of the contract. ACE will take proper care in selecting any such third parties.

12.2 ACE shall not be liable for any breaches by third parties unless and to the extent that this has been expressly agreed otherwise.

12.3 The Participant indemnifies ACE against any third-party claim that is in any way connected with the contract as performed for the Participant, including the reasonable costs of legal assistance.

#### **Article 13 Miscellaneous**

13.1 All disputes arising between a Participant and ACE will be submitted to the competent court in the district of Amsterdam, unless mandatory law stipulates that the dispute must be submitted to another court.

13.2 ACE and the Participant will only appeal to the court after they have made efforts to resolve the dispute in between themselves.

13.3 ACE may transfer rights and obligations arising from these General Terms and Conditions to third parties and shall inform the Participant thereof.

13.4 For any questions, comments or complaints concerning the Services offered by ACE, these General Terms and Conditions or the agreement between the Participant and ACE, ACE is accessible by e-mail. [office@ace-incubator.nl](mailto:office@ace-incubator.nl) or telephone number (085) 273 31 27.



These General Terms and Conditions have been filed with the Netherlands Chamber of Commerce.