

1. DEFINITIONS

- a. "Customer" means the legal entity registering one or more Participants for the Training or the Participant if acting on its own behalf and account;
- b. "Duration" means the period/duration of the Training;
- c. "Equipment" means the machinery, plant and installations used by the Participant during the Training;
- d. "Examination" means a competency test administered by the SAB during the Training;
- e. "Examination Regulations" means the examination regulations applicable to an Examination during the Training;
- f. "General Terms and Conditions" means these terms and conditions;
- g. "Materials" means the training materials, brochures, drawings, (technical) specifications, designs, calculations, models and other documents of the SAB that may be used by the Participant during the Training;
- h. "Order Confirmation" or "Agreement" means the agreement between Customer and Sarens by which one or more Participants are registered for a Training;
- i. "Participant(s)" means the person(s) attending the Training;
- j. "Party(s)" means Sarens or Customer or both together;
- k. "Price" means the agreed fee that the Customer must pay to the SAB for the Participant to attend the Training;
- l. "Sarens" means the company that offers and provides the Training with the SAB, including staff/subordinates and third parties (such as assistants) that it engages for/in providing the Training;
- m. "SAB" means Sarens Academy Belgium;
- n. "Training(s)" means the services offered by the SAB;
- o. "Training Location" means the place where the Training is conducted;

2. OBJECT AND SCOPE

Unless expressly agreed in advance and in writing, these General Terms and Conditions shall apply to the offers, orders, order confirmations, agreements and other documents with which the Sarens Academy Belgium, part of Sarens NV, with registered office at Autoweg 10, 1861 Wolvertem, and company registration number 0400.747.580, (hereinafter "SAB") offers Trainings.

Sarens' Integrated SHEQ (Safety, Health, Environment & Quality) Management System ensures that our business performance exceeds Customer requirements. The Integrated SHEQ Management System ensures compliance with the requirements of ISO45001:2018 for Occupational Health and Safety Management, ISO 14001:2015 for Environmental Management and ISO 9001:2015 for Quality Management.

The SAB offers theory, practical, classroom and online professional training courses related to transport and lifting activities.

These General Terms and Conditions are accepted by the Customer on the order placed and the Order Confirmation agreed by the Customer. Acceptance of these General Terms and Conditions also implies that the Customer fully waives the application of his own general (purchasing) terms and conditions.

3. IMPLEMENTATION MODALITIES: REGISTRATION AND CANCELLATION

All offers, quotations and contract proposals from the SAB are without obligation and as such do not bind it. Unless otherwise stipulated, an offer is valid for one (1) month from the date of the offer. A registration agreement between SAB and the Customer is only established when an Order Confirmation is signed by an authorized representative of SAB and the Customer or by the delivery and invoicing of the Training.

Presence

Participants must attend the entire Training and/or Examinations. They cannot be exempted from theory or from practice, except in those cases provided for in the High Risk Tasks Register or otherwise.

Proof of identity and medical examination

At the start of the Training and/or Examination, the Participants must spontaneously present their identity card for verification. By signing the Order Confirmation, the Customer automatically declares that his Participants have complied with the admission requirements and medical examinations, as this falls under their responsibility. Medical examination is not checked by the SAB.

Cancellation

In the event of impediment, the Customer may cancel or replace a Participant prior the start of the Training by written notification and request via email to Belgium@sarensacademy.com. In the event of cancellation, the following conditions shall apply and the following costs shall be borne by the Customer.

- Cancellation more than 10 working days before the start of the Training is free of charge.
- In case of cancellation less than 10 working days before the start of the Training, a fee of 50% of the invoice amount plus any additional costs related to the Examination will be charged.
- In case of cancellation less than 5 working days before the start of the Training, the full invoice amount remains due plus any additional costs related to the Examination.
- If the participant does not appear for the Training or Examination, stops it, or does not appear to meet the set conditions, the full invoice amount remains due.
- Absence due to special circumstances on presentation of conclusive supporting documents (illness, death of a family member for which he is entitled to statutory leave) is free of charge.

The SAB reserves the right to reschedule or cancel the Training without being held liable. An alternative solution will be sought in consultation with the Customer to allow the Training to proceed. In that case, the Customer may cancel the Order Confirmation without additional costs.

4. PRICES

The SAB and the Customer agree on the Price as stipulated in the Order Confirmation.

The Price includes the costs of the trainer, the Materials, the use of the Equipment and catering during the Training.

5. DURATION

The SAB and the Customer agree on the Duration as determined in the Order Confirmation.

6. INVOICING AND PAYMENT TERMS

Payment term

Invoices are sent electronically to the Customer by email. If Customer does not wish to receive the invoice electronically, Customer must notify the SAB in writing at Belgium@sarensacademy.com. The Customer undertakes to pay the invoice within 30 days of its receipt.

Interests and penalty clause

If the invoice is not paid on time, the Participant may be refused admission to the Training and/or Examination. If case of non-payment of an invoice, the SAB reserves the right to suspend the performance of the Agreement in whole or in part until full payment of the overdue amounts has been received.

In the event of non-payment of any amount on its due date, default interest will automatically and without further notice of default be due at a rate of 15% per annum of the amount due, with a minimum of EUR 80, as compensation for the administrative costs caused by this late payment.

Disputes and complaints

Any dispute of an invoice must be substantiated and sent by registered mail to SAB within eight calendar days of the invoice date. If that period has expired, the complaint will no longer be admissible and the invoice will be definitively due.

The complaints procedure below applies to all Trainings organized by the SAB.

Reporting the complaint: complaints can only be considered as complaints if they are submitted in writing. Complaints must be sent by registered post to Sarens Academy Belgium, Autoweg 10, 1861 Wolvertem or by email to Belgium@sarensacademy.com.

Acknowledgment of receipt of the complaint: complaints will be treated with the utmost discretion. The SAB manager receives the complaints and treats them as confidential. Thereafter, the manager will send acknowledgment of receipt of the complaint to the Customer within 10 working days.

Investigation of the complaint: the SAB manager handles the complaint. If the merits of the complaint are clear then the manager investigates the complaint and coordinates any preventive or corrective actions. If the merits of the complaint are not clear, the Customer will be requested further information.

Ruling on the complaint: the SAB manager consults with the trainer on how the complaint will be processed and addressed. The trainer cooperates in any preventive or corrective actions. A decision will be made within 30 working days, starting from the day the confirmation of receipt was sent. Within this period, the person submitting the complaint will also be informed of the decision concerning the complaint he/she has submitted.

7. DISSOLUTION

The SAB is entitled to terminate the Agreement with the Customer at any time, with immediate effect, without judicial authorization, without prior notice of default and without payment of any compensation, in the following cases: (i) if the Customer, despite written notice of default, fails to (timely) fulfill one or more obligations arising from the Agreement within a period of seven (7) calendar days following the notice, or; (ii) in the event of cessation of payments or (the application for) bankruptcy or any reorganization, or; (iii) upon liquidation or cessation of Customer's activities, or; (iv) if (part of) the assets of the Customer are seized.

8. LIABILITY AND INSURANCE

The SAB is not liable for any direct and/or indirect damage as a result of changes to the Trainings, the Equipment or the Material, and/or the application by the Participant of what has been learned in the Training, or for any other direct and/or indirect damage arising from whatsoever cause.

The Participant is responsible for any damage caused by his actions to the Material and Equipment during the Training. The Customer is jointly and severally liable for this.

Occupational accidents

Participants sent through their employer (Customer) and participating in the Trainings will be insured under the workmen's compensation insurance of their employer (Customer).

Participants who independently participate in the Trainings will be insured under the SAB's workmen's compensation insurance. This insurance only provides cover during the Trainings with the Equipment and on the SAB premises and does not provide cover on the way to and from the SAB premises. Nor does this policy provide coverage if the Training Location is not on the premises of SAB. This policy provides the following coverage.

In the event of an accident involving a Participant, the following compensation will be provided based on an agreed annual salary of EUR 5,000.00.

- Death: the calculation of the compensation is equal to three times the aforementioned annual salary.
- Permanent disability: the calculation of the compensation is equal to three times the aforementioned annual salary.
- Temporary disability: not insured.
- The costs for medical care and related expenses are insured per accident and per insured person up to an amount of EUR 2,500.00, with a deductible of EUR 125.00 per accident.

Civil liability

The SAB's liability insurance does not cover damage caused by the Customer and/or Participant to third parties.

9. INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHT

The copyright on all Material that the SAB develops, uses and makes available to the Participants as part of its services to the Customer is vested in SAB, including Material that may have been created specifically for the Customer. It is not permitted to disclose, publish or reproduce this Material in whole or in part without prior permission of the SAB. The SAB reserves the right to use Material prepared for the Customer for other purposes and/or for the benefit of other Customers. The Customer and Participant can only use the Material provided for personal use and may under no circumstances distribute it to third parties.

10. DATA PROCESSING

The SAB undertakes to process personal data in accordance with the GDPR legislation (European Regulation (EU) 2016/679) and with respect for Customer and Participant privacy.

For more information about data protection, the SAB can always be contact via email Belgium@sarensacademy.com or by letter addressed to the Sarens Academy Belgium, Autoweg 10, 1861 Wolvertem.

11. TRANSFER AND SUBCONTRACTING

Neither Party may transfer, in whole or in part, the rights and obligations arising from this Agreement without the prior and express consent of the other Party.

The Customer authorizes the SAB to subcontract its assignment in whole or in part to a third party.

12. FORCE MAJEUR

The performance of the respective obligations of the Parties will be suspended if events such as electricity failures, interruptions of operation, transport or supply, strikes, lock-outs, attacks, bad weather conditions, and more generally any events of a similar nature that affect the Parties and which delays or makes impossible the performance of their respective obligations. The Party invoking such an event must provide the other Party with evidence of that event as soon as possible. The performance of its obligations will be suspended until it communicates the end of that event to the other Party. In this regard, it is agreed that a Party cannot claim any compensation from the other Party. The Parties must do everything they can to limit the delays and/or damages caused. If the force majeure lasts more than 30 working days, the Parties must do everything in their power to agree on a later time for the Training. If they do not reach an agreement, each party will have the right to terminate the Agreement by notifying the other Party in writing.

13. NULLITY

The nullity or inapplicability of one of the clauses of these General Terms and Conditions does not affect the validity or applicability of the other clauses.

14. APPLICABLE LAW AND COMPETENT COURT

This Agreement is governed by Belgian law. Only the courts and tribunals of Antwerp have jurisdiction over disputes relating to the negotiation, formation, interpretation, execution and termination of this Agreement between the Parties.