

## GENERAL TERMS AND CONDITIONS Doctor Tonke

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### Definitions

1. Doctor Tonke: Doctor Tonke, established in Apeldoorn, the Netherlands, Chamber of Commerce no. 78492033.
2. Customer: the party which Doctor Tonke has entered into an agreement with.
3. Parties: Doctor Tonke and customer together.

### Applicability

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Doctor Tonke.
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

### Quotations, and acceptance

1. Quotations from Doctor Tonke are without engagement, unless expressly stated otherwise.
2. A quotation is valid for a maximum period of 1 month from its date, unless another acceptance period is stated in the quotation.
3. Upon acceptance of a quotation, Doctor Tonke reserves the right to withdraw the quotation within 3 days after receipt of the acceptance, without any obligations towards the customer.
4. Verbal acceptance of the customer only commits Doctor Tonke after the customer has confirmed this in writing (or electronically).
5. If the customer wants to cancel a course/training after acceptance of the quote, the next terms are applicable:
  - a. Cancellation >two months before the start: 20% of the total quote has to be paid
  - b. Cancellation within two months before start: 50% of the total quote has to be paid
  - c. Cancellation within 1 month before the start: 100% of the total quote has to be paid

### Prices

1. All prices used by Doctor Tonke are in euros, are exclusive of VAT.
2. Doctor Tonke is entitled to adjust all prices for its products or services shown on its website or otherwise, at any time.
3. The parties agree on a total price for a service provided by Doctor Tonke.
4. Doctor Tonke is not entitled to deviate of the total price.
5. If the total price exceeds 10%, Doctor Tonke must let the customer know in due time why a higher price is justified. The customer has the right to cancel the part of the order that exceeds the total price by 10%.
6. Doctor Tonke has the right to adjust prices annually.
7. Doctor Tonke will communicate price adjustments to the customer prior to the moment the price increase becomes effective.



8. The customer has the right to terminate the contract with Doctor Tonke if he does not agree with the price increase.

### **Payments and payment term**

1. The customer must have paid the full amount within 1 month, after receiving the invoice.
2. Doctor Tonke reserves the right to make a delivery conditional upon immediate payment or to require adequate security for the total amount of the services or products.

### **Settlement**

The customer waives his right to settle any debt to Doctor Tonke with any claim on Doctor Tonke.

### **Guarantee**

When parties have entered into an agreement with services included, these services only contain best-effort obligations for Doctor Tonke, not obligations of results, unless otherwise specified in the quote.

### **Performance of the agreement**

1. Doctor Tonke executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. Doctor Tonke has the right to have the agreed services (partially) performed by third parties.
3. The execution of the agreement takes place in mutual consultation and after written agreement and payment of the possibly agreed advance by the customer.
4. It is the responsibility of the customer that Doctor Tonke can start the implementation of the agreement on time.

### **Duty to inform by the customer**

1. The customer shall make available to Doctor Tonke all information, data and documents relevant to the correct execution of the agreement to in time and in the desired format and manner.
2. The customer guarantees the correctness, completeness and reliability of the information, data and documents made available, even if they originate from third parties, unless otherwise ensuing from the nature of the agreement.
3. If and insofar as the customer requests this, Doctor Tonke will return the relevant documents.
4. If the customer does not timely and properly provides the information, data or documents reasonably required by Doctor Tonke and the execution of the agreement is delayed because of this, the resulting additional costs and extra hours will be charged to the customer.

### **Copyright and confidentiality**

1. Doctor Tonke retains all copy rights on writings, data carriers or other information, quotations, images, etc., unless parties have agreed otherwise in writing.
2. The customer may not copy or have copied the copy rights without prior written permission from Doctor Tonke, nor show them to third parties and / or make them available or use them in any other way.
3. The client keeps any information he receives (in whatever form) from Doctor Tonke confidential.



4. The same applies to all other information concerning Doctor Tonke of which he knows or can reasonably suspect that it is secret or confidential, or of which it can expect that its disclosure may cause damage to Doctor Tonke.

### **Complaints**

1. If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must inform Doctor Tonke of this as soon as possible, but in any case within 1 month after the discovery of the shortcomings.
2. Customers must inform Doctor Tonke of this within two months after detection of the shortcomings.
3. The customer gives a detailed description as possible of the shortcomings, so that Doctor Tonke is able to respond adequately.
4. The customer must demonstrate that the complaint relates to an agreement between the parties.
5. If a complaint relates to ongoing work, this can in any case not lead to Doctor Tonke being forced to perform other work than has been agreed.

### **Giving notice**

1. The customer must provide any notice of default to Doctor Tonke in writing.
2. It is the responsibility of the customer that a notice of default actually reaches Doctor Tonke (in time).

### **Liability of Doctor Tonke**

1. Doctor Tonke is only liable for any damage the customer suffers if and insofar as this damage is caused by intent or gross negligence.
2. If Doctor Tonke is liable for any damage, it is only liable for direct damages that results from or is related to the execution of an agreement.
3. Doctor Tonke is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.
4. If Doctor Tonke is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

### **Expiry period**

Every right of the customer to compensation from Doctor Tonke shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 Dutch Civil Code.

### **Dissolution**

1. The customer has the right to dissolve the agreement if Doctor Tonke imputably fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.



2. If the fulfillment of the obligations by Doctor Tonke is not permanent or temporarily impossible, dissolution can only take place after Doctor Tonke is in default.
3. Doctor Tonke has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfill his obligations under the agreement, or if circumstances give Doctor Tonke good grounds to fear that the customer will not be able to fulfill his obligations properly.

### **Force majeure**

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Doctor Tonke in the fulfillment of any obligation to the customer cannot be attributed to Doctor Tonke in any situation independent of the will of Doctor Tonke, when the fulfillment of its obligations towards the customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from Doctor Tonke.
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency; defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Doctor Tonke cannot fulfill one or more obligations towards the customer, these obligations will be suspended until Doctor Tonke can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Doctor Tonke does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

### **Modification of the agreement**

If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

### **Changes in the general terms and conditions**

1. Doctor Tonke is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be discussed by Doctor Tonke with the customer in advance as much as possible, and will be stated on the offer.
4. Customers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

### **Consequences of nullity or annulability**

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Doctor Tonke had in mind when drafting the conditions on that issue.

### **Applicable law and competent court**



1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court in the district where Doctor Tonke is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.

#### **Attribution**

These terms and conditions were created using a document from [Rocket Lawyer](https://www.rocketlawyer.com/nl/nl) (<https://www.rocketlawyer.com/nl/nl>) and adapted accordingly

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