



GENERAL TERMS AND CONDITIONS

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CCS - Cross Cultural Solutions

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GENERAL TERMS AND CONDITIONS

ARTICLE 1: DEFINITIONS

- 1.1. CCS: the one-man business CCS – Cross Cultural Solutions, having its registered office in Nijmegen and registered with the Chamber of Commerce under number 84336080.
- 1.2. Customer: the natural or legal person that has entered into an agreement with CCS
- 1.3. General terms and conditions: the term 'general terms and conditions' is understood to mean the entirety of all provisions included in this document.
- 1.4. Services: all services CCS will perform for the customer. They include, but are not limited to, coaching and training as a trainer and consultant on leadership development and cultural differences in organisations around the world through a pathway/programme of one-to-one and group coaching sessions and live training days. They also include giving in-company lectures, training courses, one-to-one executive training/coaching & workshops at organisations.
- 1.5. Agreement: the agreement between CCS and Customer on the basis of which CCS will perform the services.
- 1.6. Information: all details the Customer provides to CCS.
- 1.7. In writing: by letter, e-mail or digital messages, such as WhatsApp.
- 1.8. Confidential information: all financial, business and personal data provided, entered, stored and processed by the Customer and/or CCS.
- 1.9. Website: www.cocohofs.com.

ARTICLE 2. SCOPE OF THE GENERAL TERMS AND CONDITIONS

- 2.1. These general terms and conditions apply to all quotations made, offers issued, agreements entered into, services provided, and other acts and invoices performed by CCS, unless otherwise agreed in writing.
- 2.2. By agreeing via e-mail or accepting an offer online, and explicitly agreeing, the customer declares that s/he has taken note of these general terms and conditions and agrees to their content.
- 2.3. If there are any discrepancies between provisions in these general terms and conditions and provisions in a signed agreement, the provisions in the agreement will prevail over the provisions in these general terms and conditions.
- 2.4. These general terms and conditions also apply to acts and/or work performed by third parties hired by CCS to perform the work under this agreement.

- 2.5. The applicability of the customer's general terms and conditions and/or purchase conditions is explicitly rejected. Therefore, no conditions apply to the agreement entered into.
- 2.6. CCS will be entitled to amend the general terms and conditions at any time, including for existing agreements.
- 2.7. If CCS amends the general terms and conditions, CCS will notify the customer by email.
- 2.8. In the event of an amendment to the general terms and conditions, the customer may terminate the agreement from the moment the new general terms and conditions become valid or up to a maximum of seven (7) days after the new general terms and conditions take effect.
- 2.9. CCS and the customer will agree on a new provision to replace the void provision. Here, the object and purport of the void provision must be kept in mind.

ARTICLE 3. OFFER

- 3.1. If an offer from CCS has a limited period of validity, this will be clearly stated in the offer. If no deadline is specified, the offer will be valid until thirty (30) days from the date on which the offer was made. If the customer does not accept the offer within those thirty (30) days, the offer expires. In addition, the offer is subject to availability.
- 3.2. As long as the customer has not accepted the offer within the said period, CCS may revoke or change the offer and the corresponding rates.
- 3.3. In the offer, CCS states what service is offered and the corresponding rate. All rates are exclusive of VAT. Any additional costs, including travel costs, travel time, accommodation costs, airfare costs and/or licences for software used will also be stated in the offer.
- 3.4. If it turns out that the customer has provided incorrect and/or incomplete details when requesting the offer, CCS may adjust the rates and additional conditions.
- 3.5. The offer and/or the special promotions do not automatically apply to follow-up orders.
- 3.6. The offer contains a complete description of the services offered, the description is sufficiently detailed to allow the customer to accurately assess the offer.
- 3.7. CCS may charge the customer a down payment of 50% or to the value of the first instalment of the agreed rate. Unless otherwise agreed, the remaining amount will be invoiced to the customer in several remaining instalments or upon completion of the work. A single session will be charged before the start of the session.

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Flights and/or licences are not booked and/or activated until the down payment invoice is paid.

3.8. CCS may change the rates before the term. If the rates of the agreed services are increased after the agreement was concluded, the customer may cancel the agreement as of the date on which the price increase takes effect. Price increases by statutory arrangements or provisions are hereby excluded.

3.9. Anything provided to the customer outside the offer is considered additional work and may be charged as such.

ARTICLE 4. AGREEMENT, ADDITIONAL WORK, TERMINATION, CANCELLATION AND AMENDMENT

4.1. The agreement becomes effective from the moment the customer sends CCS the agreement to the offer via e-mail or accepts the offer online. Amendments to concluded agreements can only be made in writing and are not valid until accepted by CCS and the customer.

4.2. Having concluded the agreement, CCS will start the work within the agreed timeframe. If the customer has accepted the offer electronically, CCS will confirm the acceptance of the offer. As long as CCS has not confirmed the acceptance, the customer may terminate the agreement free of charge.

4.3. CCS may have certain work carried out by third parties or be supported by third parties without having to notify the customer in advance.

4.4. If CCS has to carry out more work than agreed in the offer due to unforeseen circumstances, which were not known at the time the offer was made, CCS may charge additional work to the customer for the resulting additional costs.

4.5. A single, online one-to-one coaching or training session can be rescheduled free of charge up to 48 hours before the start of the session. If rescheduled or cancelled within 48 hours or in case of failure to attend on time, the full session will still be charged or, if already paid, will not be refunded. If the session is part of a process, the session will be dropped.

4.6. If the customer wishes to cancel an agreement, not being a (single) one-to-one coaching or training session, before the start of the work, they can only do so in writing and the customer will be obliged to pay a fee for the reserved time:

- cancellation up to 30 days before the start of the work: 30% of the sum agreed in the offer;
- cancellation within 30 days before the start of the work: 45% of the sum agreed in the offer;
- cancellation within 14 days before the start of the work: 50% of the sum agreed in the offer;
- cancellation within 7 days before the start of the work: 65% of the sum agreed in be charged.

4.7. In case of partial participation in a pathway or early termination by the customer, due to reasons other than force majeure or negligence of CCS, CCS reserves the right to the full agreed rate for the relevant agreed services. The customer's payment obligation does not lapse and if payments have already been made, no refunds will be made.

4.8. In addition to Articles 4.6 and 4.7, the customer will in any case be obliged to reimburse losses suffered, lost profits and in any case the costs of materials or software purchased, third parties hired, flights and hotel stays booked.

4.9. The offer accepted by the customer, any agreement concluded and these general terms and conditions together constitute the complete representation of the rights and obligations of both parties and replace all previous written and oral agreements.

4.10. If any changes occur with regard to the circumstances on which CCS relied when making the offer, CCS will be entitled to apply these changes to the performance of the agreement or to adjust the prices.

ARTICLE 5. EXECUTION OF THE AGREEMENT

5.1. Each agreement between CCS and the customer is a best-efforts obligation whereby CCS will perform the obligations to the best of its ability and understanding, with due care and skill. However, CCS cannot be held responsible if the result does not meet the customer's expectations.

5.2. CCS will ensure that (confidential) information provided by the customer to CCS is secured in such a way that such information is not available to unauthorised persons.

5.3. CCS is authorised to publish the customer's information on its website and/or social media channels for promotional purposes, for example for references.

5.4. The customer is obliged to make available to CCS all information necessary for the performance of the work, such as personal and company data and information on or in

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respect of the work to be performed, and such relevant information as requested by CCS, in a timely manner. The requested information must be received by CCS at least 14 days before the start of the work. The customer is responsible for the accuracy, completeness and reliability of this data, even if it comes from third parties.

5.5. If the customer does not, or not promptly, provide the information in Article 5.4 and the performance of the work is delayed as a result, the resulting additional costs will be borne by the customer. In addition, CCS may unilaterally decide to suspend performance of the work until the data is received by CCS.

5.6. If, through the actions of CCS, the performance of the services is delayed due to illness or due to other unforeseen (personal) circumstances, CCS will notify the customer in writing as soon as possible. CCS is also authorised to have its work performed by a suitable substitute.

5.7. CCS will work for the pathway at its own location or at the customer's premises.

5.8. If work takes place on site at the customer's premises, the customer's facilities will be used as much as possible.

5.9. CCS will respond, on working days, to WhatsApp and Vover messages and e-mail within 48 hours.

ARTICLE 6. THE CUSTOMER'S RIGHTS AND OBLIGATIONS

6.1. The customer must comply with the provisions as set out in these general terms and conditions.

6.2. The customer is obliged to notify CCS as soon as possible of any changes in the data mentioned in Article 5.4.

6.3. The customer is obliged to report complaints about the services provided by CCS to CCS as soon as possible, but no later than 7 days after a complaint was detected but no later than 30 days of completion of the entire order. CCS aims to respond to the complaint within 5 working days.

6.4. The customer is obliged to allow CCS a reasonable period of time to remedy the complaint and/or the detected defect. Filing a complaint does not suspend the payment obligation.

6.5. The customer will indemnify CCS against all legal claims arising from the services and/or products provided for the duration of one year after provision of such services and/or products.

6.6. The customer must make its own back-up copies of all material and/or data CCS requires to perform work. In the

event of loss of such material and/or data, CCS will not be liable for any loss or damage arising therefrom.

6.7. If CCS shares login details with the customer, the customer is responsible for these details. CCS is not liable for misuse and/or loss of the login details and may assume that the customer is the one logging in using the login details shared with the customer.

6.8. There is no right of withdrawal as the customer is always a business customer.

ARTICLE 7. SPECIAL PROVISIONS COACHING AND TRAINING

7.1. The customer cannot derive any right or obligation whatsoever from the pathway, the programme and/or the sessions and any action by the customer is at their own expense and risk. CCS does not accept any liability for the way in which the customer implements the method taught to him/her by CCS in practice.

7.2. The customer acknowledges that any results will not be immediately visible and measurable and that any results depend on the customer's own efforts and the way the customer carries out the instructions. CCS does not guarantee the customer any particular result.

7.3. If CCS is detained for an agreed one-to-one session in the programme, the session will be rescheduled in consultation with the customer.

7.4. Within the pathway with a predetermined duration, CCS gives the customer the opportunity to reschedule a scheduled one-to-one session no more than once, provided that CCS is notified 48 hours before the start of the session. If the customer fails to notify CCS at least 48 hours before the start of the session, the customer fails to attend the session without cancellation or wishes to reschedule the same session for a second time, the session will be cancelled. Cancelled or missed sessions cannot be rescheduled.

7.5. If the customer pays in instalments and has not made the instalment payment(s) on time, CCS may suspend the right to participate in the pathway/programme until arrears have been cleared.

7.6. If the customer disrupts the atmosphere in the training, the pathway or the workshop by their behaviour, CCS may deny the customer access and refuse future participation. This does not in any way affect monies paid by the customer or payment obligations of the customer.

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7.7. If CCS is forced to reschedule a training or workshop, or have it take place at a different location due to insufficient registrations, CCS or hired third parties being prevented from attending and/or force majeure (as mentioned in Article 11), the customer retains the right to attend the service at the date to be determined.

7.8. In addition to Article 7.7, CCS may, in the event of force majeure, decide to convert a live training course to an online training course so that the training can still take place.

7.9. Knowledge gained by the customer may not be copied and may only be used for personal purposes.

7.10. In addition to Article 7.9, the customer is not allowed, irrespective of (full) participation or not, to offer or arrange a similar pathway and/or programme, with or without reference to or in accordance with the method of CCS within 12 months of completion of the pathway and/or programme. If CCS perceives that the customer has copied all or part of the content, the burden of proof that this is not the case lies with the customer and Article 9 will apply.

7.11. The customer's participation in a training or workshop that is part of a training pathway cannot be rescheduled or made up for in case of absence. CCS schedules (group) activities and notifies the customer in a timely manner. If possible, CCS may share the content and/or recording of a (group) session with the customer. Failure (or inability) to participate will not result in a refund of any money paid or suspension of any payment obligation.

7.12. CCS will at all times be allowed to terminate the agreement early if new facts and/or circumstances cause a breach in the relationship of trust. In that case, CCS will refund the remaining amount of the pathway to the customer, but will not be liable to pay the customer any compensation.

7.13. If the customer disrupts the atmosphere in the group activity or workshop by their behaviour, CCS may deny the customer access and refuse future participation. This does not in any way affect monies paid by the customer or payment obligations of the customer.

7.14. Casuistry dealt with and/or discussed within a pathway and/or programme can be used in blogs, (practical) examples and/or a book. The stories and/or examples will be used completely anonymised and unrecognisable/traceable to a person.

ARTICLE 8. PAYMENT

8.1. Once the offer is accepted by the customer, the obligation to pay the agreed rate also arises.

8.2. Invoices must be paid within 30 calendar days from the invoice date, unless other arrangements have been made or the invoice specifies a different payment term.

8.3. The first instalment is due before the pathway, single session or training starts.

8.4. CCS offers customers the option to pay in pre-agreed instalments. If the instalments are overdue, CCS is authorised to postpone the work until the overdue in payments are made.

8.5. If payment has been overdue twice, CCS may decide to unilaterally terminate the order and/or cancel the option to pay in instalments and the remaining amount will be immediately due and payable in full to CCS.

8.6. If the customer does not fulfil the payment obligation in time, the customer will be in default by operation of law without further notice of default being required.

8.7. In case of an overdue payment, in addition to the amount due plus the statutory (commercial) interest rate, the customer will be obliged to pay full compensation for both extrajudicial and judicial collection costs amounting to at least 15% of the invoice amount, with a minimum of €150, - excl.

8.8. In the event of winding-up, bankruptcy, attachment, suspension of payments or death on the part of the customer, CCS's claims will be immediately due and payable.

8.9. In addition to Article 8.8, CCS will have the right to terminate or suspend the performance of the work or the part thereof not yet performed without notice of default or judicial intervention, without the customer being entitled to compensation of damages incurred as a result.

8.10. The customer can notify CCS in writing of any objections to any invoices sent by CCS no later than five days after the invoice date. Upon receipt of the objection, CCS will investigate the accuracy of the invoice amount. Objections to the invoices sent do not suspend the customer's payment obligation.

ARTICLE 9. INTELLECTUAL PROPERTY

9.1. All intellectual property rights in all services, products, documentation and/or materials provided are vested in CCS unless otherwise agreed. Under no circumstances will the

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customer be allowed to multiply, resell, disclose and/or make available to third parties the services, products, documentation and/or materials provided, unless otherwise agreed in writing.

9.2. The intellectual property rights in products of the human mind developed by CCS are and will remain the exclusive property of CCS, unless these rights are redeemed or agreement is reached otherwise.

9.3. CCS is not responsible for information and/or content shared or made available to CCS through the customer. If the information and/or content provided by the customer in any way infringes third- party rights and/or violates applicable laws and regulations, the customer will indemnify CCS against any claims for compensation that third parties may make as a result of the customer's actions.

9.4. Any act contrary to this Article will be considered as copyright infringement, whereby CCS will be entitled to compensation of €1,000 for such unlawful use without losing its right to any compensation of damages.

ARTICLE 10. TERM OF THE AGREEMENT AND TERMINATION

10.1. The agreement is entered into for a fixed term, except if the offer indicates otherwise or the parties have expressly agreed otherwise in writing.

10.2. The customer cannot terminate the agreement before the end of the term, except if this is explicitly allowed.

10.3. The two parties may only terminate the agreement if the other party fails to fulfil its obligations after a proper written notice of default. In any case, a reasonable time must have been given to remedy the failure.

10.4. By way of exception to Article 10.3, CCS may terminate the agreement in whole or in part with immediate effect without notice of default and without court intervention by giving written notice if a compelling reason arises, which in any event includes that:

- suspension of payment has been granted to the customer;
- the customer's bankruptcy has been declared;
- there is a suspicion that the customer cannot (continue to) meet the payment obligation and/or there are recurring payment problems;
- the customer acts contrary to public order, morality and/or laws and regulations;

- the customer infringes the rights of third parties;
- the customer acts in breach of an obligation arising from the agreement;
- the customer fails to respond to correspondence by e-mail, telephone and/or in writing, whether or not by registered mail and ignores to reasonable directives and/or instructions from CCS;
- CCS has indications and/or (new) facts and circumstances that CCS cannot or no longer commit itself to the best of its ability, e.g. because of a breach of trust with the customer, to perform the work.

10.5. If the agreement is terminated due to a situation in Article 10.4, CCS will refund the remaining amount for the work to the customer, but it will never be obliged to pay any compensation to the customer.

10.6. If CCS has already received payments relating to the work at the time of termination as referred to in this Article, such payments will not be retroactively refunded. In addition, amounts invoiced by CCS to the customer before termination still remain due and become immediately payable at the time of termination.

ARTICLE 11. LIABILITY

11.1. The customer is and always remains responsible for carrying out or applying any knowledge, actions and/or advice provided by CCS while performing the work. In addition, the customer acknowledges that any results will not be immediately visible and measurable and that any results depend on the customer's own efforts and the performance of assignments and/or exercises.

11.2. In the event that CCS is nevertheless held liable notwithstanding Article 11.1, any liability will be limited to compensation for direct loss or damage not exceeding twice the agreed amount for the work in question. In the event of a continuing performance agreement, liability will be limited to compensation of the direct loss or damage not exceeding the amount of the invoice last paid by the customer.

11.3. The customer is not entitled to compensation until the customer has notified CCS of the attributable failure to perform and/or wrongful conduct towards the customer by means of a notice of default. In the notice of default, the customer must give CCS a reasonable period of time to remedy the failure to perform and/or to perform at a later date. Only if CCS has failed to remedy and/or perform may the customer be entitled to compensation. If performance

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c and/or recovery is permanently impossible, the requirement of a notice of default does not apply.

11.4. In addition to Article 11.2, CCS is only liable for direct damage such as the reasonable costs incurred to determine the cause and extent of the damage, any reasonable costs incurred by the customer to have the damage repaired and reasonable costs incurred to prevent or limit the damage insofar as the customer can demonstrate that these costs have resulted in limiting direct damage as referred to in this Article.

11.5. CCS is not liable for any loss or damage arising from this agreement, except for situations where the loss or damage is due to wilful misconduct or gross negligence on the part of CCS.

11.6. In any event, CCS will never be liable for indirect or consequential damage such as loss due to missed savings, lost profits, costs for legal assistance, loss of customers, loss due to repair costs or business interruption and for damage caused by loss of the data in Article 5.4 when performing the work or when CCS has relied on incorrect or incomplete information provided by or on behalf of the customer.

11.7. The customer indemnifies CCS against all third-party claims, including costs, which are in any way related to work performed by CCS under the agreement.

11.8. The customer cannot derive any right or obligation whatsoever from the pathway and/or the programme, the assignments and/or exercises and any action taken by the customer will be at their own expense and risk. CCS does not accept any liability for how the customer implements the manner and method taught by CCS in practice.

ARTICLE 12. INTERRUPTION OF WORK AND FORCE MAJEURE

12.1. CCS will not be bound by the obligation to perform the work if performance has become impossible due to force majeure. Force majeure is understood to mean a situation over which the parties cannot reasonably exercise any control such as illness, a pandemic, accidents, fire, disruption of operations and government measures. 12.2. If a situation as mentioned in Article 12.1 arises, or other circumstances occur that result in the work not being carried out temporarily, the obligations will be suspended for as long as the parties cannot fulfil their obligations. In

such a situation, the parties will seek a solution together. If the force majeure has lasted more than 90 days, both parties are authorised to terminate the agreement in writing. Any costs and hours worked until that moment will become immediately due and payable.

12.3. In carrying out the work, CCS depends in some cases on the cooperation, services and supplies of third parties over which CCS has no control. Therefore, CCS cannot be held liable for damages in case of a situation where the damage is attributable to a third party with whom CCS has entered into an agreement.

12.4. In the case of a business agreement, the parties are obliged to reschedule the work and the payment obligation remains intact.

ARTICLE 13. OTHER PROVISIONS AND APPLICABLE LAW

13.1. If the customer includes provisions and/or conditions in the order that deviate from or do not appear in these terms and conditions, such provisions and/or conditions will only be binding if CCS has expressly accepted such provisions and/or conditions in writing.

13.2. CCS endeavours to take appropriate technical and organisational measures to secure the (personal) data against loss and/or against any form of unlawful use by third parties. See also the privacy statement for this purpose.

13.3. The parties are obliged to observe secrecy with respect to all confidential information obtained in relation to the agreement and the work. Information is confidential if so indicated by the other party or if it is apparent from the standards of reasonableness and fairness.

13.4. If CCS deviates from the general terms and conditions in favour of the customer, the customer cannot derive any rights therefrom.

13.5. Rights and obligations arising from the agreement can only be transferred from the customer to another party if CCS has given its written consent.

13.6. All agreements and these general terms and conditions are governed by Dutch law.

13.7. Parties will first try to resolve any disputes together before resorting to the courts.

13.8. All disputes will be settled by the competent court in the district in which CCS is situated, except if a legal obligation stipulates otherwise.

