

# General terms and conditions for open training courses and related consultancy MKPC BV

## Artikel 1. Definitions

- 1.1 For the purposes of these terms and conditions, the following terms, mentioned with a capital letter, are understood to mean:
  - a. MKPC: the user of these general terms and conditions: MKPC BV with its registered office at Boerhaavelaan 40, 2713 HX in Zoetermeer, registered with the Chamber of Commerce under Chamber of Commerce number 51546256;
  - b. Other Party: the natural person or legal entity who negotiates with MKPC about the conclusion of an Agreement or who enters into an Agreement with MKPC in any way (whether or not via the Website);
  - c. Agreement: the agreement between the Other Party and MKPC;
  - d. Company: the Other Party being a company;
  - e. Consumer: the Other Party being a consumer;
  - f. Participant: the natural person who has registered or wishes to register with MKPC for a Training Course, as well as the person on whose behalf the Company has entered into the Agreement with MKPC;
  - g. Training: the standard group training, education or meeting offered by MKPC, as stated on the Website;
  - h. Lesson: the lesson or any other part of a Training Programme that MKPC provides in the context of the Training;
  - i. Website: the website [www.mkpc.nl](http://www.mkpc.nl) operated by MKPC.

## Artikel 2. General

- 2.1 These terms and conditions apply to all Agreements concluded with MKPC. The applicability of the Company's general terms and conditions, by whatever name, is hereby expressly rejected.
- 2.2 Deviations from these terms and conditions are only binding if and insofar as they have been agreed between the parties in writing or by e-mail.
- 2.3 If one or more provisions of these general terms and conditions are null and void or should be annulled, the other provisions of these general terms and conditions will remain fully applicable. The null and void or voided provisions will be replaced by MKPC, taking into account the purpose and purport of the original provision(s) as far as possible.
- 2.4 If MKPC does not always require strict compliance with these general terms and conditions, this does not mean that the provisions thereof do not apply, or that MKPC would in any way lose the right to demand strict compliance with the provisions of these general terms and conditions in other cases.
- 2.5 MKPC has the right to change these general terms and conditions. The version of the general terms and conditions as applicable at the time of the conclusion of the Agreement shall always apply, unless the Other Party has agreed to the new version of the general terms and conditions after the Agreement has been concluded.

## Artikel 3. Offers and quotations

- 3.1 Every offer and all quotations from MKPC are without obligation.
- 3.2 Insofar as quotations issued by MKPC are also based on information provided by the Other Party, the latter guarantees that it has provided all essential information for the design and execution of the quoted work to the best of its knowledge.
- 3.3 Obvious errors or mistakes in quotations, publications, e-mail messages or Agreements or on the Website are not binding on MKPC.
- 3.4 Everything provided by MKPC in the context of an offer remains its inalienable property and must be returned immediately by the Other Party at the first request of MKPC.
- 3.5 An offer or quotation does not automatically apply to a future Agreement.

## Artikel 4. Conclusion of the Agreement

- 4.1 The Agreement is concluded after the Other Party has successfully completed and submitted the registration form via the Website or has expressly agreed in any other way to MKPC's offer.

- 4.2 The Agreement can only be concluded via the Website after the Other Party has clicked on the Agreement during registration that it agrees to these general terms and conditions.
- 4.3 After the Agreement has been concluded via the Website, MKPC will immediately send the Other Party a confirmation by e-mail.
- 4.4 A reservation placed via the Website is only an Agreement when the Other Party has explicitly informed MKPC that the Other Party wishes to convert the reservation into a registration. After the Other Party has made this known, MKPC will send the Other Party a confirmation of the registration via e-mail.

## Artikel 5. Right of withdrawal

- 5.1 The Consumer has the right to terminate the Agreement that has been concluded via the Website within 14 days after the Agreement has been concluded. The dissolution must be done in writing or by e-mail.
- 5.2 The dissolution period commences at the time of the conclusion of the Agreement.
- 5.3 If MKPC has started the performance of the Agreement during the dissolution period at the express request of the Consumer, the Consumer will owe MKPC an amount that is proportional to that part of the obligation that has been fulfilled by MKPC at the time the Consumer invokes his right of withdrawal, compared to the full performance of the obligation.
- 5.4 The right of withdrawal does not apply after compliance with the Agreement, if:
  - a. the performance has started with the express prior consent of the Consumer; and
  - b. the Consumer has declared that he waives his right of rescission as soon as MKPC has fulfilled the Agreement.
- 5.5 If the Consumer makes use of his right of withdrawal, MKPC will return the amounts already paid by the Consumer within 14 days.
- 5.6 A Company cannot invoke the right of withdrawal as described in this article.

## Artikel 6. Execution of the Agreement

- 6.1 MKPC is entitled:
  - a. to change the programme of the Programme in the interim, for reasons of reprogramming of examination requirements of external examination institutes and/or for reasons of qualitative improvement;
  - b. change the schedule of the Training in terms of place and time. The Participant will be notified of such a change in writing or by e-mail, whereby a best-efforts obligation arises to comply with this change. If the Participant is unable to participate in the Training at the new place and/or time, the Other Party has the right to dissolve the Agreement free of charge within 5 working days after the Other Party has been notified of the change;
  - c. increase the group size by a maximum of 2 participants in exceptional cases.
- 6.2 MKPC will carry out the work to be carried out by it to the best of its knowledge and ability, and in accordance with the requirements of professional craftsmanship. The obligation that MKPC enters into with the Agreement has the character of a best-efforts obligation. MKPC does not guarantee that its activities will achieve the intended result. Success depends on the Participant's commitment and circumstances beyond MKPC's control.
- 6.3 If during the execution it appears that there are circumstances that require a changed approach, MKPC will strive to amend the original Agreement in consultation with the Other Party - or vice versa. Both the Other Party and MKPC have the obligation to signal this in a timely manner and to discuss and record in writing the consequences for the Agreement and any (additional) costs.

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## Artikel 7. Cancellation of Training by the Other Party

- 7.1 The Other Party has the right to cancel participation in the Training in writing or by e-mail. The cancellation date is the date of the postmark or email date.
- 7.2 The Other Party can cancel free of charge 4 weeks before the start of a planned Training Course. If the Training is cancelled by the Other Party within 4 weeks before the start but before 2 weeks before the start, the Other Party will pay 50% of the training costs. If the Other Party cancels the training within 2 weeks before the start, the Client will pay 100% of the training costs. Travel expenses not incurred will not be reimbursed.
- 7.3 MKPC will send the Other Party an invoice for the cancellation costs.
- 7.4 If participation in the Course is not cancelled and the Participant does not appear at the Lesson(s) or if participation in the Course is cancelled during the Course, the total agreed price for the Course remains due, unless Article 5.3 applies.

## Artikel 8. Cancellation and rescheduling of grounds for exclusion from the examination

- 8.1 The candidate registers for the theory exam Lean Green Belt, Lean Six Sigma Green Belt and Lean Six Sigma Black Belt with the web form on the MKPC website or via the intranet site of the own organization. In this way, the candidate registers for participation in the exam, but not yet for the desired exam location and/or date with time. After registering for the exam, the candidate will receive an email within 24 hours with a link and voucher code to reserve a location and time within the booking system of the exam locations. After the reservation has been completed, the candidate will immediately receive the confirmation of the reservation and the reservation number by e-mail.
- 8.2 The (re)exam is not transferable to other persons.
- 8.3 The voucher code is valid for 6 months from the day of issue; Within this period, the candidate must have taken the theory test. The planned date and location can be changed via the booking system up to 7 calendar days, within which 100% costs will be charged. It is possible to reschedule the (re)exam once free of charge, as long as this is requested at least 12 working days before the scheduled exam date. For the second transfer, within any period, the full exam fee is due.
- 8.4 The candidate must be present no later than 15 minutes before the start of the exam. After the official start time of the exam has passed, the candidate will not be admitted. The exam fees are non-refundable in this case.
- 8.5 Prior to the exam, you will be asked by the invigilator to identify yourself. Make sure you have a valid ID with you. If you cannot provide a valid ID, you will be refused to participate in the exam. Exam fees are non-refundable in this case. The information you provided when you registered must match the information provided by the ID.
- 8.6 You may be denied access to the exam, or excluded from further participation during the exam if you (not exhaustively):
  - disturbs the order at the exam location;
  - you are guilty of fraud;
  - are (apparently) under the influence of narcotics;
  - (repeatedly) seeks contact with the invigilator about non-organisational issues;
  - does not appear on the attendance list.

## Artikel 9. Replacement

- 9.1 The Participant may, in consultation with MKPC, allow another person to participate in the Training, provided that the Training has not yet started.

## Artikel 10. Cancellation or modification by MKPC

- 10.1 MKPC has the right to cancel the Training or to refuse participation of the Participant without giving reasons, in which case the Other Party is entitled to a refund of the full amount paid by the latter to MKPC. MKPC will notify the Other Party of any such cancellation or refusal in writing or by e-mail.

## Artikel 11. Taking a Class

- 11.1 The Company is responsible for the conduct of the Participant he has registered for the Training.
- 11.2 MKPC is entitled to deny further access to the Lesson to a Participant who misbehaves or otherwise unreasonably hinders or prevents the proper execution of the Lesson. In that case, the agreed compensation remains due in full, without prejudice to MKPC's right to compensation for any damage.
- 11.3 The Participant is expected to actively participate in the Lesson.
- 11.4 The use of alcoholic beverages or drugs during the lesson is not allowed.
- 11.5 Smoking at the location where the lesson is given is not allowed.
- 11.6 During the Lesson, the Participant must not be disturbed by incoming telephone calls, messages, or e-mail messages, unless the Participant has received permission from MKPC.
- 11.7 If the Participant is not present at the agreed place and time for whatever reason or if the Participant misses a lesson, the agreed fee remains due.
- 11.8 MKPC can never be held liable for damage, loss, theft or loss of property of the Participant on the grounds of MKPC or at the location where the Lesson is given.
- 11.9 It is not permitted to make video and/or sound recordings of the Lesson without the prior permission of MKPC.

## Artikel 12. Coaching hours

- 12.1 Coaching hours that are part of the Training expire after 12 months, calculated from the date of the last Lesson of the relevant Training to which the coaching hours relate.
- 12.2 Coaching hours can only be used to perform work for the benefit of the Participant of the Training to which the coaching hours relate and for activities related to the Training to which the coaching hours relate. Coaching hours cannot be used for other persons and/or activities.
- 12.3 Where applicable, the location and time of the work carried out in the context of coaching hours will be determined in mutual consultation.
- 12.4 If the Other Party does not make use of the coaching hours, this does not entitle the Client to a discount or any other form of compensation.

## Artikel 13. Payment

- 13.1 MKPC will charge the fees owed by the Other Party by means of an invoice. The Other Party must pay the fees due 30 days after the invoice date, but no later than before the start of the Course.
- 13.2 The travel and arrangements/accommodation costs as well as recommended literature in connection with participation in a Training Course are not included in the course price, unless expressly agreed otherwise in writing.
- 13.3 In the event of non-payment or late payment, the Other Party will owe statutory (commercial) interest on the outstanding amounts from the due date of the invoice until the day of full payment. Furthermore, all judicial and extrajudicial costs to achieve collection are borne by the Other Party. For the Consumer, the extrajudicial collection costs are determined in accordance with the Collection Costs Act.
- 13.4 If the Other Party is in default as a result of late and/or incomplete payment, MKPC is entitled to immediately suspend the performance of the Agreement, including the right to refuse participation in the Training.
- 13.5 Payments made by the Other Party are always for the payment of, in the first place, all interest and costs due, and in the second place of due invoices that have been outstanding the longest, even if the Other Party states that the payment relates to a later invoice.
- 13.6 In the event of liquidation, bankruptcy or suspension of payments of the Company, MKPC's claims and the Company's obligations towards MKPC shall be immediately due and payable.

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## Artikel 14. Dissolution and suspension

- 14.1 MKPC has the right to dissolve the Agreement if the Other Party does not fulfil its (payment) obligations towards MKPC and the Other Party has not complied with a sent notice of default. If compliance is permanently impossible, a notice of default can be omitted.
- 14.2 MKPC is entitled to dissolve the Agreement, in whole or in part, without notice of default and obligation to pay compensation, by means of a written or electronic statement, or - at its own discretion - to suspend the further performance of the Agreement, if:
  - a. the Company is declared bankrupt;
  - b. the Company applies for a moratorium;
  - c. the Company proceeds to liquidate its business;
  - d. the Company is placed under guardianship.
- 14.3 MKPC always reserves the right to claim damages. In the event of dissolution, amounts due are immediately due and payable.

## Artikel 15. Evaluation

- 15.1 All Programmes are evaluated by MKPC. The evaluation results are for personal use and will not be made available to individual Participants/Other Parties.

## Artikel 16. Complaints

- 16.1 MKPC believes it is important that the Other Party is and remains satisfied. If the Other Party finds shortcomings in the execution of the Agreement, the Other Party must notify MKPC of these within 2 weeks after completion of the Agreement. This will be treated confidentially at all times. Complaints can be submitted to:

MKPC B.V.  
f.a.o. the management of MKPC B.V.  
Boerhaavelaan 40  
2713 HX Zoetermeer  
[info@mkpc.nl](mailto:info@mkpc.nl)

- 16.2 16.2 If this complaint is not resolved satisfactorily, it can be submitted to an independent third party, namely GBA Accountant in The Hague. The opinion of this independent third party is binding on both parties. Any consequences arising from this will be dealt with quickly and adequately by MKPC.
- 16.3 The receipt of the complaint will be confirmed by MKPC in writing to the submitter within 1 week. The handling of the complaint is the responsibility of the management of MKPC. The management of MKPC will provide an adequate response within 3 weeks of receipt.

## Artikel 17. Copyright

- 17.1 Models, techniques, instruments, including software, that have been used for the execution of the work and are included in the result, are and remain the property of MKPC. Publication can only take place after obtaining permission from MKPC.
- 17.2 All materials provided to the Participant during or in connection with the Training may only be used internally for the Participant's own work. This expressly does not apply – without the written permission of MKPC – if these materials are (re)used as training or instruction material. In that regard, MKPC notes that the intellectual property of all training materials is vested in MKPC.
- 17.3 The copyright on reports, proposals and other documents arising from the activities of MKPC rests exclusively with MKPC, unless otherwise agreed in writing. MKPC also reserves the right to use the knowledge gained through the performance of work for other purposes, insofar as no confidential information is disclosed to third parties.

## Artikel 18. Takeover of staff

- 18.1 During the employment and for 2 years after the termination of the employment, the employees of MKPC are bound by a non-competition clause, which means that they are not allowed to perform work for MKPC relations. On this basis, the Company is prohibited, without the prior written consent of MKPC, from employing (former) employees of MKPC during the aforementioned period, or using their services in any other way, in any legal construction whatsoever, free of charge or for payment.

## Artikel 19. Liability and limitation

- 19.1 All Participants are personally liable for any damage caused to themselves or to third parties during the Lesson.
- 19.2 MKPC will never be liable for damage resulting from:
  - a. any failure on the part of the Other Party or the Participant(s) designated by the Other Party in complying with his/their obligations, including providing insufficient cooperation in the performance of the Agreement;
  - b. incorrect and/or incomplete and/or late information provided by the Other Party;
  - c. an event that is in fact beyond his control and therefore cannot be attributed to his actions and/or omissions, as described in Article 20, among other things.
- 19.3 MKPC is not liable for any consequential damage resulting from the implementation in the organisation of the Other Party of the (exam) assignments produced by the Other Party or of the (exam) assignments produced by the Participant during the Training, such as action plans, practical assignments, etc.
- 19.4 The Participant is at all times responsible for the choices made, his own behaviour and the consequences thereof, both during the time that the Participant and MKPC spend together and afterwards.
- 19.5 MKPC is not liable for any misinterpretation by the Participant of the content of the Training.
- 19.6 MKPC can never be held liable for damage, loss, theft or loss of property of the Participant at the lesson location.
- 19.7 MKPC is not liable for any corruption or loss of data resulting from transmission of the data using telecommunication facilities.
- 19.8 MKPC cannot be held liable by the Other Party if the result resulting from the work performed by MKPC does not meet the expectations of the Other Party.
- 19.9 MKPC is in no way liable for consequential damage, loss of profit, lost turnover, loss of delay, loss of savings, reputational damage, fines and/or other government measures and damage due to business interruption.
- 19.10 If MKPC is liable for any damage, MKPC's liability is limited to the amount of the payment made by MKPC's insurer. If the insurer does not pay out in any case or the damage is not covered by the insurance, MKPC's liability is limited to the amount paid by the Other Party for the Course to which the liability relates.
- 19.11 All claims against MKPC that have not been submitted to MKPC within 1 year of their occurrence lapse by prescription.

## Artikel 20. Force majeure

- 20.1 Force majeure includes, but is not limited to: weather influences; Natural disasters; war; terrorism; fire; theft; internet and power outage; disruption of e-mail traffic; computer trespassing or hacker attack; government measures; illness of the natural person who performs the Agreement on behalf of MKPC; traffic barriers.
- 20.2 Force majeure should also be understood to mean a non-attributable shortcoming on the part of a third party engaged by MKPC.
- 20.3 MKPC has the right to suspend the execution of the Agreement during the period that the force majeure situation lasts. If the force majeure situation is of a permanent nature, MKPC can dissolve the Agreement in whole or in part.
- 20.4 If a Lesson cannot take place due to force majeure, MKPC will inform the Participant as soon as possible and a new date for the Lesson will be announced to the Participant by MKPC.

## Artikel 21. Confidentiality and personal registration

- 21.1 Both parties are obliged to maintain the confidentiality of all confidential information obtained from each other or from other sources in the context of their Agreement. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information.

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- 21.2 If MKPC is obliged - on the basis of a statutory provision or a court decision - to provide confidential information to third parties designated by law or the competent court and MKPC cannot invoke a right of refusal recognised or permitted by law or by the competent court in this respect, then MKPC is not obliged to pay compensation or compensation and the Other Party is not entitled to dissolve the Agreement.
- 21.3 All personal data obtained in the context of the Agreement will be treated by MKPC in strict confidence and in accordance with the applicable privacy laws and regulations.
- 21.4 Name and address details are included in MKPC's customer database and are used to keep Participants informed about the Training.

### **Artikel 22. Applicable law and competent court**

- 22.1 Every Agreement between MKPC and the Other Party is governed by Dutch law.
- 22.2 Disputes arising from Agreements, to which these terms and conditions apply, will be settled by the competent court in The Hague. The Consumer has 1 month after MKPC has invoked this clause in writing against the Consumer to choose the competent court for the settlement of the dispute.