



## General terms and conditions of paraDIGMA groep B.V.

### 1. General

- a. These general terms and conditions apply to all quotations, advice, agreements, legal acts and/or other acts involving paraDIGMA groep B.V. and its affiliated companies (hereinafter referred to as 'paraDIGMA') as the party of the first part and its Client (hereinafter referred to as 'the Client') as the party of the second part.
- b. Its affiliated companies include: De Arbodienst B.V., PSION B.V., Humaris B.V., Resolu B.V., getFIT B.V., Off Course B.V., Sazyes B.V., PDG Health Services B.V. and Puls B.V.
- c. These general terms and conditions will also apply if paraDIGMA engages third parties.
- d. Any derogating provisions will only apply if these have been laid down in writing.

### 2. Quotations and offers

- a. Unless the quotation itself states a term for acceptance, all quotations and offers from paraDIGMA are free of obligation.
- b. ParaDIGMA is not obliged to honour its quotations or offers if the Client may reasonably be expected to understand that the quotation or offer contains an obvious mistake or clerical error.
- c. The prices are exclusive of VAT and exclusive of any government levies.

### 3. Performance of the agreement

- a. ParaDIGMA will make every effort to provide its services and advice in an optimal manner. However, the completion times indicated by paraDIGMA are indicative in nature, and may not be considered strict deadlines.
- b. ParaDIGMA is allowed to perform the agreement in parts and invoice these parts separately.
- c. If the agreement is being performed in parts, paraDIGMA may suspend performance of subsequent parts of the agreement until the Client has approved the results of a preceding part in writing, and the invoices sent for that part have been paid.
- d. The Client must ensure that the information requested or required by paraDIGMA is provided in time, and that such information is complete and correct.
- e. If the Client fails to comply with the provisions of the preceding paragraph or fails to comply with these to a sufficient degree, paraDIGMA will be entitled to suspend the performance of the agreement and/or charge the Client for any additional costs incurred.

### 4. Third parties

- a. ParaDIGMA is authorised to engage third parties in consultation with the Client, and to accept any limitation of liability of such third parties on the Client's behalf.
- b. When performing assignments granted to it and when selecting third parties to be engaged by it, paraDIGMA will observe the due care that can be expected of a good contractor. ParaDIGMA does not guarantee the achievement of the intended result.
- c. If paraDIGMA engages a third party to carry out activities, it will enter into an agreement with this party for at the Client's risk and expense. ParaDIGMA will never be a party to this agreement.

### 5. Liability

- a. If the performance of the assignment by paraDIGMA and/or its representatives and/or its proxies and employees leads to liability, then (i) only the Client will be entitled to hold paraDIGMA liable, and (ii) this liability will always be limited to the amount paid out in the case concerned under paraDIGMA's applicable liability insurance, inclusive of the excess to be borne by paraDIGMA. The amount insured by paraDIGMA for financial losses is currently EUR 5,000,000 per claim with a maximum of EUR 10,000,000 per contract year.
- b. If no amount is paid out under the aforementioned insurance for whatever reason, then any liability of paraDIGMA will always be limited to the amount paid in the three months before the liability ensued by the Client to paraDIGMA in respect of the assignment or part thereof in connection with which the liability has ensued, subject to a maximum of EUR 25,000.
- c. ParaDIGMA will not be liable for any indirect damage or loss, including but not limited to any consequential damage or loss (including any personal injury or property damage that

- qualifies as such), direct trading loss, loss of profits or revenues, lost savings and/or damage or loss due to business interruption.
- d. ParaDIGMA will not be liable for any damage or loss of whatever nature that arises due to third parties engaged by or on behalf of paraDIGMA.
  - e. ParaDIGMA will not be liable for any damage or loss of whatever nature that arises due to incorrect and/or incomplete information provided by or on behalf of the Client.
  - f. ParaDIGMA will not be liable insofar as any damage or loss that arises due to the fact that the Client or an employee of the Client has failed to properly follow the verbal or written advice provided by paraDIGMA.
  - g. ParaDIGMA will not be liable for any wage sanction imposed on the Client by the Employee Insurance Agency (UWV) if i) the first day of an employee's incapacity for work predates the effective date of the agreement, and ii) with regard to an objection and/or appeal, the Client does not involve paraDIGMA in relation to the content thereof, does not do so in time or does not do so to a sufficient degree, or if the Client decides not to go ahead with an objection and/or appeal without first consulting with paraDIGMA.
  - h. ParaDIGMA will not be liable for any damage or loss of whatever nature that arises due to acts or omissions relating to (sickness) records taken over by paraDIGMA if the acts or omissions that caused the damage or loss took place before paraDIGMA took these over.
  - i. Any and all liability of paraDIGMA related to medical records will lapse upon the transfer thereof.
  - j. In all cases where paraDIGMA relies on the provisions set out in the preceding paragraphs, any employees, proxies, representatives and/or third parties engaged by paraDIGMA that are held liable can likewise rely on these provisions as if the provisions in the foregoing paragraphs had been stipulated for the relevant employee(s), proxy/proxies, representative(s) and/or third party/parties engaged by paraDIGMA.
  - k. The limitation and exclusion of liability of paraDIGMA in accordance with these terms and conditions does not pertain to any damage or loss resulting from intent or wilful recklessness of employees, proxies, representatives and/or third parties engaged by paraDIGMA.

#### 6. Force majeure

- a. ParaDIGMA is not obliged to comply with any obligation towards the Client in the event of force majeure.
- b. In these general terms and conditions, force majeure must be understood to mean any circumstance beyond paraDIGMA's control – even if such circumstance was foreseen at the time of entry into the agreement – that permanently or temporarily prevents the performance of the agreement, as well as and insofar as not included above – among other things – war, terrorism, revolt, strike at paraDIGMA, an affiliated company or other third parties engaged by paraDIGMA within the framework of the agreement, pandemics, natural disasters (such as fire, storm and/or flooding) and/or any ensuing loss and disruptions at paraDIGMA, including breakdowns in electronic data interchange/data communications or on the internet.
- c. During the period of force majeure, paraDIGMA is entitled to suspend compliance with the obligations under the agreement. If this period exceeds two months, either party is entitled to terminate the agreement without being obliged to compensate the other party for any loss.

#### 7. Intellectual property rights

All intellectual property rights and ancillary rights with regard to analyses, materials and/or course materials and working methods, and documents drawn up, advice provided and products created by paraDIGMA are vested in paraDIGMA. The Client acknowledges these rights and undertakes to refrain from infringing them.

#### 8. Prices, costs and payment

- a. Unless otherwise agreed in writing, the payment term is 30 days after the invoice date.
- b. Upon expiry of the payment term, the Client will be considered to be in default by operation of law. From the time the default arises, the statutory commercial interest rate will be owed on the due amount.
- c. From the time the default arises, the Client must furthermore reimburse the extrajudicial collection costs incurred by paraDIGMA in the collection of its claim. These are calculated based on the graduated scale stipulated in the Extrajudicial Collection Costs (Fees) Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten*).
- d. The extrajudicial costs shall be at least €250 (excl. VAT). The Client is not allowed to offset these costs.

- e. ParaDIGMA is authorised to index its prices once per year in line with the price index for wages under collective labour agreements as published by Statistics Netherlands, on the understanding that paraDIGMA may at least raise its prices by the percentage by which its (wage) costs have increased, irrespective of the cause of this increase. This agreement does not apply if other arrangements have been made on indexation in the agreement between the Client and paraDIGMA.

9. Suspension of the agreement

- a. If the Client fails to comply with the obligations under the agreement in full, or is at risk of failing to comply with these, paraDIGMA will be entitled to suspend compliance with its obligations.
- b. This authority to suspend the agreement lapses if the Client has furnished adequate security to ensure compliance with its obligations.
- c. Suspension of the agreement does not release the Client from its payment obligations.
- d. Any loss suffered by and/or additional costs incurred by paraDIGMA as a result of the suspension of the agreement will be at the Client's expense.

10. Early termination and dissolution of the agreement

- a. The agreement may only be terminated early if this has been explicitly agreed on in advance.
- b. Agreements for an indefinite period of time may be terminated following a notice by registered letter, subject to a three-month notice period, which commences on the first day of the calendar month following the written notice of termination.
- c. ParaDIGMA or the Client is entitled to dissolve the agreement with immediate effect in the event that:
  - the Client/paraDIGMA is put into liquidation or at risk of being put into liquidation, or the Client/paraDIGMA has been granted a moratorium;
  - circumstances arise, the nature of which renders performance of the Agreement impossible or is such that paraDIGMA/the Client cannot reasonably be required to perform the agreement.
- d. If the agreement is dissolved, any amounts the Client owes paraDIGMA or paraDIGMA owes the Client become immediately due and payable.
- e. If the agreement is dissolved, paraDIGMA/the Client is entitled to claim compensation from the Client/paraDIGMA for the loss it has suffered and/or the additional costs it has incurred as a result of the dissolution.

11. Transfer of medical records after termination

- a. If, after termination of the occupational health service provision agreement between paraDIGMA and the Client, medical records are to be transferred to another certified occupational health and safety service or a company doctor, paraDIGMA will be entitled to charge the associated costs.
- b. ParaDIGMA is entitled to cooperate in transferring medical records only after any amounts the Client owes paraDIGMA, including the costs associated with the transfer, have been paid.

12. Cancellation and rescheduling of training/courses

- a. The Client has a statutory cooling-off period of 14 calendar days in which the training may be cancelled free of charge.
- b. **Cancellation of the training by the Client before the start of the training must always take place in writing, by email to [trainingen@paradigma.nl](mailto:trainingen@paradigma.nl).**
- c. In the event of force majeure within the meaning of Article 6 of these general terms and conditions at paraDIGMA, paraDIGMA is entitled to offer online training to the Client, rather than physical training. In such case, the Client is not entitled to cancel the registration.
- d. Any cancellation of the registration by the Client must take place in writing, by email.
- e. Without prejudice to the cooling-off period as referred to in this article under a., and subject to the provisions under c., paraDIGMA will charge the Client the following costs in the event that the Client cancels the registration:
  - i) in the event of cancellation up to 30 days before the start of the training, 50% will be charged;
  - ii) in the event of cancellation up to 14 days before the start of the training, 75%

- iii) will be charged;  
in the event of cancellation within 14 days of the start of the training, 100% will be charged.
- f. ParaDIGMA reserves the right to cancel or reschedule a course/training if there are insufficient participants. A Client who has paid the tuition fee at that time will receive a full refund of this amount only in the event of cancellation. No later than 15 days before the start of the course/training, the Client will be informed whether, in paraDIGMA's opinion, there are sufficient registrations for the education/training.
- g. In all cases, a substitute may be sent, with the Client's prior permission.

13. Confidentiality regarding data and/or personal data and information of the Client

- a. ParaDIGMA is obliged to observe secrecy towards third parties that are not involved in the performance of the assignment and/or not affiliated with paraDIGMA with regard to any data and/or personal data and information provided to it by or on behalf of the Client, unless a legal obligation requires it to disclose such information.
- b. ParaDIGMA imposes the same obligations on its employees and any third parties involved.
- c. The Client will not make any announcements to third parties about paraDIGMA's approach, working methods and materials without paraDIGMA's prior written permission.
- d. If so requested, paraDIGMA will ensure that, upon termination of the agreement, the data and/or personal data is destroyed. At the request of the Client, paraDIGMA will demonstrate that this has actually been done.

14. Privacy

- a. ParaDIGMA complies with the most recent legislation and regulations regarding privacy. With regard to arrangements on the processing of personal data, paraDIGMA refers to the separate data processing agreement (if any).
- b. ParaDIGMA's services are subject to the most recent version of the privacy policy, which policy will be provided, free of charge, at the Client's first request, and can be consulted at [paradigma.nl/privacy](http://paradigma.nl/privacy) at any time.

15. Non-recruitment clause

- a. During the term of the agreement and for a period of one year after termination thereof, the Client is not permitted to employ or hire employees of paraDIGMA or third parties engaged by paraDIGMA in any way whatsoever, or to negotiate about such an arrangement with these parties without prior consultation with paraDIGMA.
- b. Any infringement of the above provision will result in the Client being liable to pay an immediately due and payable penalty amounting to one year's gross salary per employee involved.

16. Applicable law

The legal relationship between paraDIGMA and the Client is exclusively subject to Dutch law.

17. Other provisions

- a. ParaDIGMA reserves the right to unilaterally change or add to these general terms and conditions. This right also counts for agreements that have already been made.
- b. Should any provision in these general terms and conditions prove to be non-binding in retrospect, such provision will be replaced by one that is as far as possible in line with the non-binding provision, while the other provisions will continue to apply in full.



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