



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 is entitled to suspend the performance of the agreement and/or charge the Client for any additional costs incurred.
- f. If the Client provided incorrect and/or incomplete information, paraDIGMA is not liable for any loss, of whatever nature. Vice versa, paraDIGMA may be held liable if the Client provided correct and/or complete information.

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. The Client indemnifies paraDIGMA against any third-party claims in relation to loss suffered in connection with the performance of the agreement, the cause of which is attributable to parties other than paraDIGMA. If the event of third-party claims against paraDIGMA in this regard, the Client is obliged to assist paraDIGMA both in and out of court and promptly do all that can be expected from it in this respect.

5. Liability

- a. The amount to be paid by paraDIGMA in the event of liability is limited to a maximum of €25,000.00. If paraDIGMA's liability exceeds this amount, the insurer will pay the excess, up to an amount of €2,500,000.00 per claim. In all cases, paraDIGMA's liability is limited to the amount paid by paraDIGMA's insurer in the relevant case.
- b. ParaDIGMA will under no circumstances be liable for consequential loss.
- c. ParaDIGMA is not liable insofar as loss arises from the fact that the Client or an employee of the Client has failed to properly follow the verbal or written advice provided by paraDIGMA.
- d. In the event that the Employee Insurance Agency extends the period in which the Client is obliged to continue to pay an employee's salary, paraDIGMA is also not liable if:

- an employee's first day of incapacity for work is within a period prior to the date on which the agreement comes into effect;
 - the Client decides not to object and/or appeal without consulting paraDIGMA in time;
 - the Client fails to involve paraDIGMA in the content of the objection and/or appeal, or fails to do so in time or to a sufficient degree.
- e. In the event that paraDIGMA takes over current records and/or absence records, paraDIGMA is not liable for any loss – including, without limitation, extension of the period in which the employer is obliged to continue to pay an employee's salary – caused by an act or omission in respect of these records, if such act or omission occurred in the period prior to the takeover.
 - f. The Client is obliged to take any measures necessary to limit the loss for which it intends to hold paraDIGMA liable.
 - g. Any claim of the Client against paraDIGMA will lapse if the Client fails to inform paraDIGMA thereof, in writing, within twelve months after the Client discovers or could reasonably have discovered the facts on which it bases the liability.
 - h. Liability on the part of paraDIGMA only arises if the Client has given paraDIGMA notice of default in writing, granting it a reasonable term for compliance or rectification of the breach, and paraDIGMA fails to meet the deadline or rectify the breach within this term.

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 will be at least €250 (excl. VAT). The Client is not allowed to offset these costs.

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/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 files 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. In the event of transfer of medical files, any liability of paraDIGMA in respect thereof will lapse.
- c. ParaDIGMA is entitled to cooperate in transferring medical files 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 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.
- 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% will be charged.
 - iii) In the event of cancellation within 14 days of the start of the training, 100% will be charged.
- e. 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.
- f. In all cases, a substitute may be sent, with the Client's 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 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 is entitled to change its prices and rates following consultation with and with the approval of the Client.
- b. ParaDIGMA is entitled to change these general terms and conditions following consultation with and with the approval of the Client.
- c. 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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