

General Terms & Conditions Switch B.V.

This document is a direct translation of the applicable Dutch General Terms and Conditions. The Dutch General Terms and Conditions is leading in any and all circumstances.

1. Definitions

- 1.1 **Terms and Conditions:** these General Terms and Conditions of Switch B.V., established in Ulvenhout and registered in the trade register of the Chamber of Commerce under number 78447925.
- 1.2 **Switch2Solar:** the trade name under which Switch B.V. operates.
- 1.3 **Client:** a legal entity or natural person (whether or not acting in the exercise of a profession or business), who wants to purchase or has purchased a service and/or product from Switch2Solar and with whom an agreement is or has been made, or to whom an offer has been made.
- 1.4 **Training:** the agreed package with one or more course units, which may include e-learning services and with or without an exam.
- 1.5 **Open registration:** a registration for a Training Course as offered on the website of Switch2Solar.
- 1.6 **In-company:** a tailor-made Training, exclusively intended for the Client.
- 1.7 **User:** a natural person with access to e-learning services.

2. General

- 2.1 All quotations and offers from Switch2Solar are without obligation, unless a term for acceptance is set in the offer. If no acceptance period has been set, no rights can be derived from the quotation or offer in any way if the product to which the quotation or offer relates is no longer available in the meantime.
- 2.2 These Terms and Conditions apply to every offer, quotation and agreement between Switch2Solar and the Client, unless otherwise agreed in writing.
- 2.3 Switch2Solar expressly rejects all purchase- or other terms and conditions of the Client, regardless of the way in which they are presented or communicated.
- 2.4 The specific provisions of the Terms and Conditions apply unless otherwise agreed.
- 2.5 One-time agreed deviation from Terms does not confer any rights for future agreements.
- 2.6 If one or more provisions in these Terms and Conditions are at any time wholly or partially void and voidable or should be annulled, the remaining provisions remain valid.
- 2.7 Switch2Solar's failure to strictly enforce these Terms and Conditions at all times does not mean that the provisions do not apply, nor does Switch2Solar lose the right to demand compliance in other cases.
- 2.8 The right of withdrawal does not apply to the provision of e-learning services or software to consumers.

3. Price and payment

- 3.1 All prices are in Euros and excluding VAT, unless otherwise agreed.
- 3.2 Payment of the full invoice amount must be made within 14 days of the invoice date and, in the case of a Training Course or exam, no later than 14 days before the start of the event.
- 3.3 In the event of non-payment within 14 days of the date of the invoice by the Client, the Client will be in omission without further notice or notice of omission. The interest payable by the Client on the principal amount from the date of omission until the day of full payment is 1.5% per month (or part of a month).
- 3.4 In the event of non-payment obligations, all reasonable collection costs – both judicial and extrajudicial – will be borne by the Client. The extrajudicial costs are calculated on the basis of usual Dutch collection practices. However, if Switch2Solar has incurred higher costs for collection that were reasonably necessary, these actual costs will also be charged.

4. Cancellation or rescheduling by Client in the event of Open Registration Training Course

- 4.1 Cancellation or rescheduling by the Client before the start of a Training Course (unit) or an exam will only take place by e-mail (info@switch2solar.nl).
- 4.2 In the event of cancellation by the Client within 14 days before the start of a Training Course or an exam, the Client will owe 100% of the invoiced amount for the Training.
- 4.3 A relocation at the request of the Client is only possible in consultation and the following applies:
 - a) In case of rescheduling of a Training Course (unit) or a theory exam within 14 days before the start of the course, the additional costs for the Client are € 200 per reschedule. In the case of multi-day Courses, this amount applies per course unit that is moved.
 - b) Rescheduling a practical exam within 14 days before the start of the course is not possible and is considered a cancellation within the meaning of article 4.2.
 - c) After rescheduling at the request of the Client, it is no longer possible to cancel a Training Course or exam free of charge.

5. Cancellation or rescheduling by the Client of in-company Training Course

- 5.1 Cancellation or rescheduling by the Client before the start of a Training Course (unit) or the exam will only take place by e-mail (info@switch2solar.nl).
- 5.2 In the event of cancellation by the Client of a Training Course (unit) or exam, the Client is liable;
 - a) Up to 14 days before the start of the event: the costs already incurred
 - b) Within 14 days before the start: 100% of the invoiced amount
- 5.3 A reschedule at the request of the Client is only possible in consultation and the following applies:
 - a) In case of reschedule within 14 days before the start of the Training Course (unit), the additional costs amount to 75% of the invoiced amount.
 - b) After rescheduling at the request of the Client, it is no longer possible to cancel a Training Course (unit) or exam free of charge.

6. Cancellation, activation and extension of e-learning services

- 6.1 Cancellation by the Customer is possible up to 14 days after the invoice date, but not after payment or activation of the e-learning service. Cancellation takes place by email (info@switch2solar.nl).
- 6.2 Switch2Solar grants User a limited, personal, revocable, non-exclusive, non-sublicensable and non-transferable right to access and use the e-learning service for a period of 1 months from activation.

7. Rights Switch2Solar

- 7.1 Switch2Solar has the right to cancel or reschedule Training courses and exams.
- 7.2 Switch2Solar can and may change Training Courses and exams due to changes in exam requirements or due to quality improvement.

8. Intellectual property

- 8.1 Switch2Solar holds the copyright and other intellectual property rights of the provided teaching materials, images, designs, etc.
- 8.2 Without the prior express written permission of Switch2Solar, the items referred to under 8.1 may not be reproduced, used, stored (whether or not in an automated database) or shown to third parties in any way whatsoever.

9. Delivery of software

- 9.1 Software will be delivered after payment has been received.

- 9.2 Switch2Solar guarantees that the software licenses provided have been obtained lawfully and that the Client has the right to use them.
- 9.3 The (license) terms and conditions of the relevant software supplier apply.
- 9.4 Switch2Solar is not liable for damage as a result of the use of the software, acts or omissions of the software supplier.
- 9.5 Client is responsible for timely ordering and payment of software licenses.

10. Force majeure

- 10.1 Switch2Solar is not obliged to comply with any obligation towards the Client if he is prevented from doing so as a result of a circumstance that is not attributable to fault, and is not for its account by virtue of the law, a legal act or generally accepted opinions.
- 10.2 Force majeure is understood in these Terms and Conditions to mean, in addition to what is understood in the law and jurisprudence, all external causes, foreseen or unforeseen, over which Switch2Solar has no influence and which prevents Switch2Solar from fulfilling its obligations. This also includes situations such as strikes in the company of Switch2Solar or third parties. Switch2Solar also has the right to invoke force majeure if the circumstance that prevents (further) performance of the agreement occurs after Switch2Solar should have fulfilled its obligation.
- 10.3 Switch2Solar may suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without obligation to compensate the other party for damages.
- 10.4 Insofar as Switch2Solar has in the meantime partially fulfilled its obligations under the agreement at the time of the occurrence of force majeure or will be able to do so, and the part that has been fulfilled or is to be fulfilled has independent value, Switch2Solar is entitled to invoice the part already fulfilled or to be fulfilled separately. The Client is obliged to pay this invoice as if it were a separate agreement.

11. Liability

- 11.1 Switch2Solar is only liable to Client for damage that is the foreseeable and direct result of an attributable shortcoming on the part of Switch2Solar in the execution of its obligations under the agreement between Switch2Solar and Client. Any form of consequential or indirect damage, including but not limited to: trading loss, loss due to delay (other than statutory interest), damage due to depreciation, loss of enjoyment, loss of profit, or loss suffered, damage to (goods of) third parties, cargo damage and personal or immaterial damage are excluded from compensation.
- 11.2 Switch2Solar has insurances that reasonably belong to the services provided by Switch2Solar. In the event of compensation as a result of liability, Switch2Solar will pay out at most the maximum insured amount. If an insurer of Switch2Solar does not pay out in the event of liability, the compensation will not exceed the invoice value of the agreement with the Client.

12. Governing Law and Disputes

- 12.1 Dutch law applies, even in cases where an agreement has been concluded with a non-Dutch Client or a Training course is provided outside the Netherlands.
- 12.2 Switch2Solar and Client will only appeal to the Dutch court after both have first made an effort to reach an agreement on a dispute.