

COURSE TERMS AND CONDITIONS SCS TRAINING & CONSULTANCY

1. Definitions

In these terms and conditions, the following definitions apply:

- a) Special Cargo: the private limited companies SCS Training & Consultancy B.V. located in Schiphol Rijk, municipality of Haarlemmermeer, and SCS Training & Consultancy Rotterdam B.V. located in Spijkensisse;
- b) Client: the natural or legal person who has entered into an agreement with Special Cargo for attending a training course or Course;
- c) CBTA (Competency Based Training & Assessment): Course where training and assessment of tasks and responsibilities are tailored to the participant's role;
- d) Course: a course, training, or education organized by Special Cargo either online or at a specific location, based on open enrollment or an In-company assignment;
- e) Participant: the natural person participating in a training course or education provided by Special Cargo;
- f) In-Company or Tailored Training: education organized by Special Cargo upon request of the Client for a specific group of Participants specified by the Client, either at the Client's location or online;
- g) Classroom Training: Course in the form of classroom training open for participation by Participants from different companies and organizations;
- h) Agreement: the agreement concluded between the Client and Special Cargo for the provision of a Course in any form;
- i) Study Material: all material provided by Special Cargo to a Participant in paper or digital form in the context of a Course.

2. General

- 2.1. Course Terms and Conditions apply to every offer, quotation, and Agreement with Special Cargo.
- 2.2. By submitting a registration, the Client agrees to these Course Terms and Conditions and is responsible for the accuracy of the provided information.
- 2.3. Amendments and/or deviations to these Course Terms and Conditions are only valid if agreed upon in writing.
- 2.4. Any general purchasing or other conditions of the Client are expressly rejected by Special Cargo and do not form part of the agreement.
- 2.5. If one or more provisions of these Course Terms and Conditions are declared void or annulled, the remaining provisions of these Course Terms and Conditions shall remain in full force. The parties shall then consult to agree on new provision(s) to replace the void or annulled provision(s), while preserving the purpose and intent of the original provision to the fullest extent possible.
- 2.6. In the event of a conflict between one or more provisions of these Course Terms and Conditions and the Agreement, the relevant provision of the Agreement shall prevail.

3. Course Registration via Website and/or Email

- 3.1. Registration is done by submitting the fully completed registration form on the website www.specialcargo.nl or by email to training@specialcargo.nl.
- 3.2. Special Cargo sends a confirmation of registration to the Client after registering for a Course.
- 3.3. Special Cargo is not obligated to verify whether the registration form was signed by an authorized person of the Client.
- 3.4. In the absence of the required information, Special Cargo may reject the registration of Participant(s) by notifying the registering Client without providing reasons.

4. Course Registration via Special Cargo Online

- 4.1. Registration is done by assigning a Course to the Participant by the Client in Special Cargo Online.
- 4.2. Special Cargo automatically sends a registration confirmation to the email addresses of the Participant and the manager or training responsible of the Client known to us.
- 4.3. Upon confirmation of registration by Special Cargo, the Agreement is concluded, and the respective Client incurs a payment obligation to Special Cargo.
- 4.4. Special Cargo is not obligated to verify whether the registration was made by an authorized person of the Client.
- 4.5. In the absence of the required information, Special Cargo may reject the registration of Participant(s).

5. Course Content, Study Material and Final Assessment

- 5.1. Special Cargo provides the Course to its Participants as described in the course description.
- 5.2. Special Cargo will provide the Course to the best of its knowledge and ability. Special Cargo hereby does not guarantee any specific results.
- 5.3. Special Cargo provides Study Material for the duration of the Course. The material is provided on loan unless otherwise indicated in the course description. Failure to return the loaned materials will result in charges at the current prices.
- 5.4. Special Cargo has the right to make changes to the content of the Course and the Study Material from time to time.
- 5.5. Special Cargo reserves the right to replace instructors responsible for conducting the Course at any time.
- 5.6. For Courses conducted according to the CBTA model, assessment covers knowledge, skills, and behavior. Provided that the Participant achieves a passing score on the final assessment, Special Cargo declares the Participant competent only in terms of knowledge. It is the responsibility of the Participant and/or Client to assess the required competencies regarding skill and behavior factors, for example, through on-the-job training and continuous assessment.

6. Rates and payment

- 6.1. Course rates are based on current course prices on the website www.specialcargo.nl or as indicated in separate quotations.
- 6.2. Course prices include the costs for Study Material unless otherwise specified.
- 6.3. All prices are exclusive of VAT.
- 6.4. The course fee must be paid within 30 days after receipt of the invoice by deposit to a bank account specified by Special Cargo.
- 6.5. Exceeding a payment term results in default by the Client without the need for notice of default. Special Cargo is entitled to charge default interest of 1% per month or part thereof on the outstanding amount in case of exceeding a payment term.

7. Cancellation by Participant or Client

- 7.1. Cancellation must be done in writing via email to training@specialcargo.nl at all times.
- 7.2. The moment of cancellation is decisive upon receipt of the cancellation notice by Special Cargo.
- 7.3. For cancellation of a Classroom Training more than 10 working days before the start of the Course, no costs will be charged.
- 7.4. For cancellation of an In-Company/Tailored Training more than 10 working days before the start of the Course, an administration fee of €100 per Participant will be charged.
- 7.5. For cancellation of a Classroom Training between 5 and 10 working days before the start of the Course, 50% of the Course fee will be charged.
- 7.6. For cancellation of an In-Company/Tailored Training between 5 and 10 working days before the start of the Course, 50% of the total amount will be charged.
- 7.7. For cancellation of a Classroom Training within a period of 5 working days before the start of the Course, the full Course fee will be charged.
- 7.8. For cancellation of an In-Company/Tailored Training within a period of 5 working days before the start of the Course, the total amount will be charged.
- 7.9. In case of cancellation of an online Course, no refund of the Course fee will be provided.
- 7.10. For multiple changes to the start date of participation in an online Course without providing valid reasons, administration costs may be charged. It is up to Special Cargo to assess the nature of the reason.
- 7.11. If a Participant does not attend the Course for any reason, there is no entitlement to a refund of the Course fee.
- 7.12. A Participant may nominate a replacement to attend the Course, provided that the replacement is registered at least 5 working days before the session and meets the admission requirements. If a replacement attends the Course for the Participant, the Participant remains liable for the Course fee.

8. Request to Change Course Date

The Participant may request to reschedule a Course to a later date than agreed upon up to 5 days before the start of the Course. This request is made by email or by phone to the customer service department. Special Cargo may accommodate this request if there is sufficient availability in the subsequent Course. If the Client wishes to cancel the registration after rescheduling, the cancellation costs as stated in Article 5 will apply.

9. Amendment or Cancellation of the Course by Special Cargo

- 9.1. Special Cargo is entitled to reschedule a Course to a different date without providing reasons, in which case the Client has the right to cancel without incurring costs. Special Cargo will notify the Client in writing about this.
- 9.2. Special Cargo is entitled to cancel a Course without providing reasons, in which case the Client is entitled to a refund of the full Course fee paid to the CPO. Special Cargo is not obliged to provide any other compensation.

10. Liability

- 10.1. The Participant and Client are jointly and severally liable for any damage caused by the Participant to property of Special Cargo or third parties during the Course.
- 10.2. Special Cargo is only liable for damage suffered by the Participant if such damage is caused by its intent or gross negligence, or that of its supervisory subordinates. The liability of Special Cargo is limited to the amount paid by its insurer in the relevant case. This liability is further limited to the invoice value or, in case of a continuous contract, the compensation paid by the counterparty in the last month. Special Cargo is never liable for indirect damage, including consequential damage, loss of profit, missed savings, and damage due to business interruption.
- 10.3. The Client indemnifies Special Cargo against all claims from third parties related to the Client's use of the services provided by Special Cargo under the agreement. Special Cargo is not liable for any damage arising from or related to the temporary or permanent inaccessibility of online training materials, documentation, and other services due to a power outage or a malfunction in computer systems.

11. Force Majeure

- 11.1. If Special Cargo is unable to fulfill its obligations to the Client due to an unattributable shortcoming (force majeure), those obligations will be suspended for the duration of the force majeure situation. Force majeure means any failure in the performance of the agreement that cannot be attributed to Special Cargo because it is not due to its fault and which is not for Special Cargo's account under the law, a legal act, or generally accepted standards in society.
- 11.2. In the event of a force majeure, Special Cargo will immediately notify the Client thereof and work with the Client to find an appropriate solution.

12. Confidentiality

Both parties are obligated to maintain confidentiality of all information obtained from each other in the course of executing the Course and which they know to be of a confidential nature or should reasonably be expected to be confidential.

13. Personal Data

- 13.1. Special Cargo processes the personal data of the Client and Participant(s) in its administration. These data are carefully stored and secured in accordance with the requirements of the General Data Protection Regulation.
- 13.2. The Client and Participant(s) agree that Special Cargo may use the personal data received by it to inform them about Special Cargo's training and products. The Client and Participant(s) have the option to object to this.

14. Intellectual Property

- 14.1. All intellectual property rights regarding the services and Course materials provided by Special Cargo belong to Special Cargo and/or its licensors.
- 14.2. All Study Material provided by Special Cargo is intended solely for use by the Participant and may not be distributed without the prior written consent of Special Cargo.
- 14.3. The Course materials provided by Special Cargo in the broadest sense may not be duplicated, made public, or provided or made available to third parties by the Client and/or Participant without prior written consent from Special Cargo.
- 14.4. The Client and Participant are not allowed to modify or remove indications, trademarks, and trade names of Special Cargo on the Course and Course materials provided by Special Cargo.
- 14.5. In case of violation of the provisions of this article, the Client will owe Special Cargo an immediately payable penalty of €5,000, without prejudice to Special Cargo's right to compensation for the damage suffered.
- 14.6. The provisions of this article remain in force after the termination of the agreement.

15. Complaints Procedure

- 15.1. The Participant or Client may submit a written complaint about the execution or organization of the Course to Special Cargo Training & Consultancy within 14 days after the end of the Course by means of a registered letter or by email to training@specialcargo.nl.
- 15.2. After this period, any right to complain expires.
- 15.3. The complainant will receive an acknowledgment of receipt of the complaint via email within 5 working days. If the complaint is admissible for processing, the management will make a decision no later than 6 weeks after the submission of the complaint.
- 15.4. The processing of a complaint does not suspend the payment obligation of the Client.

16. Applicable Law and Disputes

- 16.1. Dutch law applies to these terms and conditions and all agreements between Special Cargo and the Client.
- 16.2. In case of a dispute that cannot be resolved by mutual agreement, the competent court in Haarlem shall have exclusive jurisdiction to hear and decide on the dispute.