

## General Terms and Conditions Native Teachers

### 1 General

- 1.1. The “besloten vennootschap” Webetc te Vught, being active with the trade name Native Teachers, Chambre of Commerce no. 17230824, conducts business as a internet platform for language trainers.
- 1.2. These General Terms and Conditions are applicable to all of Native Teachers work for and/or on behalf of its client(s), including supplementary engagements and follow-up engagements. Without prejudice to the provisions in Article 2.1 of these General Terms and Conditions, Native Teachers employees, directors as well as third parties engaged may also invoke these General Terms and Conditions.
- 1.3. Deviations from these General Terms and Conditions are only valid if agreed in writing.
- 1.4. These General Terms and Conditions are available in Dutch and English. In the event of a dispute regarding the content or purpose of these General Terms and Conditions, the Dutch version is binding.

### 2 Engagements

- 2.1. Any and all engagements by the client will apply solely as engagements of Native Teachers. No one involved in the provision of services, including directores of Native Teachers, employees and third parties engaged, will be personally bound or liable to the client on that basis.

### 3 Liability

- 3.1. The liability of Native Teachers, on whatever basis, is limited to the net invoice value of the agreement.
- 3.2. Native Teachers is not liable for failures of third parties, whether or not engaged by it.
- 3.3. Any claim from the client for damages will lapse if Native Teachers is not informed of the claim in writing within 30 days of the discovery of an event or circumstance that gives or may give rise to liability.

### 4 Offer / agreement / payment

- 4.1. In the offer, the number of training hours and the period in which the training is given, will be presented. Also the remuneration per hour and if applicable the additional costs will be given in the offer. If applicable, VAT will be charged on the total amount.

4.2. After acceptance in writing by the client, Native Teachers will send an invoice according to the offer.

4.3. The agreement has only been concluded once the total invoice amount has been received by Native teachers. The addressee of the invoice cannot invoke a suspension or set-off.

4.4. Before the full invoice amount is received by Native Teachers, Native Teachers is entitled to withdraw its offer without being liable to pay compensation.

4.5. The client is not entitled to transfer the rights and obligations to a third party without the written permission of Native Teachers.

### 5 Cancellation

5.1. The training can be canceled free of charge 30 days before the first agreed training day. After that, the client owes the full invoice amount.

5.2. If the client terminates the agreement prematurely after the start of the training, there is no right to any refund to the client.

### 6 Intellectual property

6.1. All intellectual property rights to documents, files and other papers provided by Native Teachers or by third parties engaged, are vested solely in Native Teachers or entitled third parties.

### 7 Confidentiality

7.1. Native Teachers, employees and third parties acting on behalf of Native Teachers will treat the information provided by the client confidentially.

### 8 Disputes and applicable law

8.1. Any and all legal relationships between Native Teachers and the client are governed exclusively by Dutch law.

8.2. Disputes will only be settled by the competent Dutch court in 's-Hertogenbosch, unless mandatory Dutch law designates another competent Dutch court.