

# General Terms & Conditions



**Version: October 2025**

## **APPLICABILITY**

1. These General Terms & Conditions shall apply to ProQua BV (KvK 16056314) and all its affiliated companies, with their business address at Weena 505, 3013AL Rotterdam, The Netherlands.
2. In these General Terms & Conditions, ProQua BV and its affiliated companies shall be referred to as “ProQua” to indicate ProQua and/or one or more of its group companies.
3. All offers and agreements and the implementation thereof shall exclusively be governed by these General Terms & Conditions. Any deviations must be expressly agreed with ProQua in writing. Dutch law applies.
4. In these General Terms & Conditions, the “other party” is understood to mean: any (legal) person who has entered into, or wishes to enter into, an agreement with ProQua, and, as well as their (authorised) representative(s), successor(s) in title and beneficiary/beneficiaries.
5. The other party's own terms and conditions shall remain unaffected in so far as these are not contrary to these General Terms & Conditions.
6. Should one or more of the provisions of these General Terms & Conditions be denied legal force, such absence of legal force shall not have any effect on the legal force of the remaining provisions of these General Terms & Conditions, and the binding force of such other provisions shall continue to fully apply.

## **OFFERS**

7. Offers made in writing shall be valid until one month from the date they are made, unless otherwise agreed in writing.
8. The other party shall be obliged to provide ProQua in a timely manner with all (additional) information that may reasonably be important in connection with the offer. In particular, this shall apply to information that affects the preconditions aimed at the other party's business operations for the planning of training courses or other activities. The other party shall be liable for any additional costs resulting from not providing such information (in

a timely manner).

9. Fees mentioned in brochures or on the website may be changed in the interim as long as no agreement has yet been concluded. Unless expressly stated otherwise, all prices are quoted exclusive of VAT, where applicable. For customers in the Netherlands, the VAT rate of 9% or 21% applies, depending on the type of service or product. For customers within the European Union, the reverse charge mechanism applies where applicable, whereby VAT is payable by the customer. For customers outside the European Union, a VAT rate of 0% applies.

## **PERSONAL DATA PROTECTION ACT**

10. All personal data provided will be used for internal processing in the context of a responsible customer and business management to allow for operations such as enrolling course participants, sending course materials, offering supervision, and sending information about our training programmes or associated information. ProQua shall not sell any personal data to third parties.

## **AGREEMENT**

11. An agreement shall not be concluded until receipt by ProQua of an offer signed by the other party, or of a completed enrolment form or, where required by the other party, of a signed purchase order. If enrolment is through the website [www.proqua-europe.com](http://www.proqua-europe.com), then the application shall be considered as an enrolment.

12. Any additional arrangements or modifications made at a later date shall only bind ProQua if they have been confirmed by ProQua in writing.

13. For transactions where, given the nature and the scope thereof, no offer or order confirmation is sent, the invoice shall be deemed to reflect the agreement accurately and in full, unless a complaint has been made within five working days from the invoicing date.

14.1 The course fee may consist of: the costs of the training course plus the price of the text books and examination fees. Examination fees may be invoiced separately by ProQua. All prices and rates are exclusive of VAT, other taxes, duties levied or imposed for the delivery or performance, and other government charges, as well as any costs to be incurred in the context of the agreement, including but not limited to travel and accommodation, shipping, and administrative costs, unless expressly agreed otherwise in writing. These taxes and duties are charged to the other party.

14.2 If, after the agreement has been concluded, the shipping and forwarding costs, insurance premiums, import duties, taxes, and other charges imposed by government authorities, domestically or abroad, payable by ProQua under this agreement are increased, ProQua has the right to pass these increases on in the prices.

14.3 In the event of a price change by ProQua of the originally agreed price within three months after the conclusion of the agreement (in the case where the parties have not agreed on a periodic payment obligation of the other party), the other party is entitled to dissolve the agreement in writing within seven days after the other party has become aware of the price

change or could have become aware of it. ProQua is never obliged to pay any compensation. Dissolution under this article is not possible if the price increase is a result of a situation as included in article 14.2. Dissolution under this article is also not possible if the price increase is a result of a situation as included in article 14.4.

14.4 The prices of the training & services are, unless expressly stated otherwise, partly based on the supplier prices and exchange rates applicable at the time of the conclusion of the agreement. The sales prices applicable at the time the order is finalized (e.g., signed offer, purchase order received, or agreement with another purchasing partner) are the basis for invoicing. However, ProQua reserves the right to adjust these prices after the day of sale but before the day of delivery, if underlying cost factors, such as supplier prices or exchange rates, increase, even if the increase is due to foreseeable circumstances.

15. Any agreement shall be entered into on the condition precedent that the other party, at the sole discretion of ProQua, appears sufficiently creditworthy for financial compliance with the agreement.

16. Upon or after entering into the agreement, prior to (further) performing, ProQua shall be entitled to demand security from the other party for compliance with both the payment obligations and other obligations.

17. For consulting projects, ProQua shall be authorised to make use of third parties for the implementation of the agreement whenever it considers this to be necessary or desirable to correctly perform the assignment given, and after consulting the other party.

18. The other party shall be obliged to provide ProQua in a timely manner with all the documents required for a correct implementation of the agreement.

16. ProQua is entitled, when or after the agreement is concluded, before (further) performing, to require the other party to provide security that both the payment obligations and the other obligations will be fulfilled. ProQua is authorized to involve others in the execution of the agreement if it considers this necessary or desirable for proper execution of the given assignment and after consultation with the counterparty.

19. Termination of the agreement: Upon entering into an agreement, including signing a quote, the assignment is considered confirmed. In the event of cancellation by the counterparty, the right to dissolve the agreement within 14 days after signing applies, exclusively for private customers. This cancellation period does not apply to organizations, custom services, software, and other assignments. For these, the assignment takes effect upon signing the agreement. In the event of cancellation after signing or non-fulfillment of the agreement by the counterparty, the counterparty remains responsible for paying the agreed fee.

## **PAYMENT**

20. Unless otherwise agreed upon in writing, payments shall be made without setoff. Payments shall be made by bank transfer to a bank account designated by ProQua, credit card, or any other payment method accepted by ProQua, within thirty (30) days from the invoicing date, and in any case no later than before the start of the training programme.

21. If the course participant has the invoice sent to a third party, this shall not release him/her from the obligations to pay the course and exam fees.

22. The course fee due must be paid in full on the first day of the training programme or before the start of the training course. If the course fee has not been paid, ProQua shall have the right to deny the course participant access to the course. ProQua shall remain the owner of the course materials for as long as the course fee has not been paid. The course materials must be sent back immediately on request of ProQua, with the shipping costs being borne by the other party.

23. The value day stated on the bank statements of ProQua shall be decisive and shall therefore be considered the payment date.

24. All payments made by the other party shall primarily be intended to pay any interest and collection charges made by us, and subsequently to pay the longest outstanding Invoices.

25. The other party must verify the invoice closely without delay. Any objections concerning (the amount of) the invoice must be expressed in writing to ProQua within seven (7) days from the invoicing date. After the expiry of this period, the other party shall have forfeited its rights in this regard.

26. If one or more of the situations described below occur at the other party, this occurrence alone shall allow ProQua to either terminate the agreement or immediately demand full payment of any amount payable by the other party for the services provided by ProQua, without this requiring any warning or notice of default, all this without prejudice to the right of compensation of costs, damages and interest:

- a. The other party is declared bankrupt, goes into liquidation, files a request for suspension of payments, or undergoes attachment of all or part of its property
- b. The other party deceases, is placed under guardianship, or is dissolved
- c. The other party fails to comply with any of its obligations pursuant to the law or these General Terms & Conditions
- d. The other party fails to pay an invoice amount in whole or in part within the specified period
- e. The other party proceeds to discontinue or transfer its business or a significant part thereof, including the contribution of its business to a newly established or existing company, and/or proceeds to change the objective of its business.

### **INTEREST AND COSTS**

27. If payment is not made within the term mentioned in the previous article, the counterparty is legally in default and from the due date owes interest of 1% per (part of a) month on the outstanding amount.

28. All judicial and extra-judicial costs to be incurred shall be fully borne by the other party. The judicial costs shall also include all costs actually incurred for legal assistance during court proceedings, which exceed the court-approved scale of costs.

## **CANCELLATION**

29. Cancellation of a training programme must be made in writing and must be confirmed in writing by ProQua. ProQua shall reserve the right to cancel a course in the event of insufficient participation. In addition, the course location may be changed.

30. In the event of cancellation more than four (4) weeks before the start of the training, administration costs of €35.00 will be charged.

31. In the event of cancellation between four (4) weeks and two (2) weeks before the start of the training, 50% of the course fees will be charged, as well as any exam fees and the costs of books ordered will be charged if these cannot be cancelled.

32. In the event of cancellation between two (2) weeks and the start of the training, 75% of the course fees will be charged, as well as any exam fees and the costs of the books ordered will be charged.

33. In the event of a cancellation after the start of the training programme or failure to attend the course, the full course fee must be paid.

34. Illness on the part of the other party shall be fully at the risk and expense of the other party and shall not release it from the obligation to pay the cancellation fees pursuant to the above provisions 29 up to and including 33.

35. If the agreement is terminated in accordance with Article 19, the other party must return the course materials received from us as soon as possible. We may charge you for the direct costs of the return. The other party is responsible for the risk of the return. Course materials provided on an electronic data carrier, where the seal of the packaging has been broken, cannot be returned. In that case, the other party must pay ProQua the full price.

36. ProQua shall have the right to cancel courses or change course dates in the event of insufficient participation, or to suspend courses in case of unforeseen circumstances or force majeure. In such cases, alternative solutions will be sought in consultation with the participants. ProQua shall not assume any liability for costs incurred by the other party as a result of the change made.

37. ProQua may terminate the training programme for reasons it deems appropriate, due to the person of the other party/course participant and/or his or her behaviour, if this/these are such that ProQua cannot reasonably be asked to continue the training programme. In such an event, ProQua shall not be bound to refund the remaining amount, for which no consideration has yet been provided in return, to the other party/course participant.

## **LESSONS AND COURSE MATERIALS**

38. The textbooks and any additional course materials, including the contents of the electronic learning environment, constitute – except where ProQua has provided written exceptions – an integral part of the training programme. The other party/course participant may use these materials solely for private study. It is strictly prohibited to allow third parties to access, copy, reproduce, or sell the course materials in any form, under penalty of an immediately

payable fine of €5,000 per violation. All intellectual property rights in the study materials provided by ProQua remain at all times with ProQua or its suppliers, regardless of the form in which the materials are provided (print, digital, or otherwise). The other party shall indemnify and hold ProQua harmless against any claims arising from infringement of third-party intellectual property rights. Any use of the study materials or access to the digital learning environment for purposes other than private study, including selling or granting access to third parties, is strictly prohibited.

39. Without the express consent of ProQua, it shall not be permitted to return text books or to allow third parties to use text books for the purpose of obtaining a reduction or a refund of the course fee.

40. All course materials developed, produced, and/or purchased by ProQua (including text and course books, hand-outs, syllabi, and digital educational resources) have been carefully produced to the best of our knowledge. ProQua shall, however, not assume any liability for damages of any kind, which are the result of actions and/or decisions based on the intended materials and resources.

#### **EXAMINATION**

41. The course participant must enrol himself or herself directly with the examination body. After placing the order, the course participant cannot cancel it and shall waive the Distance Selling Act. The exams shall be subject to the terms and conditions of the examination body. If the exam is purchased through ProQua, ProQua can support the participant with communication with the examination body.. ProQua shall not be responsible for exams taken by third parties.

#### **LIABILITY**

42. The liability of ProQua shall never exceed the total amount of the relevant agreement, or shall never exceed the amount for which ProQua is insured in this regard.

43. Except for the general legal rules of public order and good faith, ProQua is not obliged to compensate any damage of any kind, directly or indirectly (consequential damage), including business damage, to movable or immovable property, or to persons, both with the counterparty and with third parties.

44. The other party is obliged to safeguard and indemnify ProQua with regard to all third-party claims for compensation for which ProQua cannot be held liable under these General Terms and Conditions in its relation to the other party. This shall expressly apply to damages caused by infringements of intellectual property.

#### **CONFIDENTIALITY**

45. ProQua shall not disclose confidential information made available to it by the other party to third parties, or put this information at the disposal of third parties, except to the extent necessary in connection with the performance of the assignment or with obligations pursuant to the law.

## **APPLICABLE LAW**

46. All our offers, agreements, and the implementation thereof shall be exclusively governed by Dutch law.

## **USE OF REFERENCES**

47. At enrolment or by agreement, ProQua shall acquire the right to use the name of the contracting party as a reference. If you object against this, you may express this in writing.

## **DISPUTES**

48. All disputes, including those considered as such by one party, arising from or associated with the agreement to which these General Terms & Conditions apply or the concerning General Terms & Conditions themselves and their interpretation or implementation, both of a factual and legal nature, shall be settled by the competent civil court within whose jurisdiction the place of establishment of ProQua is located.

49. However, ProQua is entitled to have the dispute settled by arbitration, in which case it will notify the counterparty in writing. If the counterparty is a consumer, it has one month to opt for settlement by the civil court.

50. In the event that the dispute is settled by arbitration, three arbitrators shall formulate a ruling based on reasonableness and fairness.

51. The arbitrators shall be appointed so that each of the parties appoints one, and the third shall be jointly appointed by the two arbitrators already appointed.

52. The costs of the arbitrators and their fee shall be borne by parties such as determined by arbitrators.

53. These General Terms & Conditions have been drawn up in the Dutch and English language. In the event of a dispute, the General Terms & Conditions drawn up in the Dutch language shall take precedence.