

General Terms and Conditions of FranklinCovey Belgium (F&E BVBA) applicable to the execution of training programs

Article 1: Applicability

1.1 These Terms and Conditions are applicable to all offers and agreements for the execution of customised training programs, thereby excluding any terms and conditions of the client.

1.2 By ordering a training program, the client accepts the applicability of these General Terms and Conditions.

Article 2: Definitions

In these General Terms and Conditions, the following terms are defined as stated below:

- a. Contractor: The FranklinCovey organisation (F&E BVBA) applying these conditions.
- b. Client: The contractor's counter party.
- c. Customised training program: An training program designed by the contractor at the request of and in consultation with the client.
- d. Work: The total volume of work agreed between the contractor and the client and any materials supplied by the contractor to that end.

Article 3: Offers

3.1 All offers are made without obligation, unless explicitly stated otherwise by the contractor in writing. All offers are based on the information provided by the client during the intake/preparatory meetings, which information is deemed correct by the contractor.

3.2 The offer comprises of a detailed description of the work to be performed and the materials to be supplied.

3.3 The offer states the time at which the work can commence, an indication of the duration thereof and provides an insight into the price and the pricing mechanism that will be applied, as well as the method of payment.

Article 4: Prices

4.1 All prices quoted by the contractor are exclusive of VAT, unless explicitly stated otherwise.

Article 5: Formation of the agreement

5.1 An agreement is formed through acceptance of the training program. This acceptance is evidenced by a written confirmation from the contractor and the client signing the offer, or by the contractor having commenced the execution of the agreement.

Article 6: Execution of the instruction:

6.1 If the contractor is unable to perform an agreement due to circumstances it was not aware of at the time the agreement was formed, the contractor will be entitled to change the agreement to the extent that execution thereof does become possible.

6.2 The contractor is entitled to suspend the fulfilment of its obligations if, due to circumstances which could not have reasonably been foreseen at the time of conclusion of the agreement and which were outside its sphere of influence, it is temporarily unable to fulfil its obligations.

6.3 An inferior performance by the contractor does not entitle the client to a refund of the agreed price. Instead, the contractor or subcontractor will carry out the training program again. In that case, the contractor will only charge the accommodation costs and any new material costs.

6.4 If executing the training program again is not possible or if the execution is once again inferior, any liability on the part of the contractor will be explicitly limited to the amount equal to the amount the client was charged, or at least could have been charged, by the contractor in respect of that agreement. Hence every additional liability is explicitly excluded, provided mandatory legal provisions do not dictate otherwise.

6.5 The contractor excludes any form of liability for damage arising from or in connection with any unlawful acts or omissions or a failure in the performance of an obligation by a subordinate or independent auxiliary person engaged by the contractor in the execution of the work instructed by the client, provided mandatory legal provisions do not dictate otherwise.

Article 7: Cancellation and postponement

7.1 The client is entitled to cancel an training program.

7.1.1 If the cancellation is effected more than 30 calendar days prior to the agreed date of execution of the training program, the client does not owe any costs.

7.1.2 If the cancellation is effected 16 to 30 calendar days prior to the agreed date of execution of the training program, the client owes 50% of the consultant/trainer fees.

7.1.3 If the cancellation is effected 8 to 15 calendar days prior to the agreed date of execution of the training program, the client owes 75% of the consultant/trainer fees.

7.1.3 If the cancellation is effected 7 day days or fewer prior to the agreed date of execution of the training program, the client owes 100% of the consultant/trainer fees.

7.1.4 In the event of customised materials which cannot be used for another customer, the clients owes 100% of the costs involved when cancelling the training program.

7.2 Cancellation of a training program must be effected in writing.

7.3 The client is entitled to postpone/defer the training program.

7.3.1 If the postponement/deferment is effected more than 30 calendar days prior to the agreed date of execution of the training program, the client does not owe any costs.

7.3.2. If the postponement/deferment is effected 16 to 30 calendar days prior to the agreed date of execution of the training program, the client owes 25% of the consultant/trainer fees.

7.3.3 If the postponement/deferment is effected 8 to 15 calendar days prior to the agreed date of execution of the training program, the client owes 50% of the consultant/trainer fees.

7.3.4 If the postponement/deferment is effected 7 calendar days or fewer prior to the agreed date of execution of the training program, the client owes 75% of the consultant/trainer fees.

7.4 The elements of the training programs in relation to the location, such as hire of a conference room, hotel rooms and catering, are subject to the cancellation conditions of the relevant location.

Article 8: Engagement of third parties

8.1 The contractor engaging third parties in the execution of an training programs is subject to consultation with and approval from the client.

Article 9: Payment

9.1 The client must pay the invoices of the contractor within 30 days of the invoice date, in a way as indicated by F&E BVBA and in the currency used for invoicing. The 30-day term is a final deadline. Therefore, in the event of late payment, the other party will be in default by operation of law.

9.2 If the payment term is exceeded, the client will be in default and owe default interest of 1% per month on the outstanding amount, in which any part of a month is deemed a full month.

9.3 If the client is in default, the contractor reserves the right to exclude participants of the client from any follow-up training programs.

9.4 If the client is in default of payment or fails to fulfil any other obligation from an agreement, the contractor, without judicial intervention, will be entitled to partially or fully dissolve that agreement, without prejudice to the right of the contractor to claim full compensation.

9.5 Both the contractor and the client are entitled to terminate this agreement with immediate effect if the other party has applied for a moratorium on payments or has been declared insolvent or, if the client is a natural person, has been placed under guardianship or dies.

9.6 All collection charges are fully payable by the client, subject to a minimum of 15% of the outstanding amount. The above charges are deemed to include the fees and costs of lawyers, bailiffs and collection agencies, which costs and fees are set in accordance with the current or usual rates.

Article 10: Intellectual property

10.1 Without the written approval from the contractor, the client is not permitted to sell or show designs, illustrations, drawings, models, software, offers and suchlike (hereinafter: documents) provided by the client to third parties or to otherwise allow the use thereof. The client is entitled to multiply these documents for personal use, insofar as reasonable within the scope of the instruction.

10.2 Unless otherwise agreed, the copyrights, as well as all other intellectual property rights to these documents, remain vested in the contractor.

10.3 The client is obliged to return the documents on demand of the contractor, subject to a fine of €450 a day.

Article 11: Confidentiality

11.1 Details of the training programs may not be disclosed by the contractor to third parties without the approval of the client.

Article 12: Applicable law and competent court

12.1 All offers and agreements in relation to the execution of training programs are governed by the laws of Belgium.

12.2 Disputes arising from or in connection with an offer to or an agreement with the client will be settled by the competent court of Mechelen (Mechlin) in Belgium.

12.3 A Dutch version of these terms and conditions is available at your request and will be handed to you on agreement of the offer.