

TERMS & CONDITIONS 1/2

1. GENERAL

- These General Terms and Conditions apply to every quote, offer or agreement between CREST and a client to which CREST has declared these conditions applicable.
- By agreeing to the offer or the contract, the client indicates that he accepts these terms and conditions. These terms and conditions form an integral part of the agreement between CREST and the client.
- Only these General Terms and Conditions apply to the agreements between CREST and the client.

2. PRICES AND QUOTES

- All offers are without obligation and remain valid for 30 days, unless stated otherwise.
- All prices are exclusive of VAT.
- All prices on the website, offers, quotes and other CREST documents are subject to typing errors. No liability is accepted for the consequences of typing errors.
- During training at the location of the client, the classroom, audiovisual aids and catering are made available by the client.
- If one or more participant(s) miss part(s) of the training, there will be no refund.
- Quotes must be considered in their entirety. CREST cannot be obliged to execute part of the quotation at a corresponding part of the stated price, unless CREST expressly agrees.
- Offers must be confirmed in writing by the customer as approval.
- The customer acknowledges mutual e-mail or fax traffic as legal, valid means of evidence in application of Article 2281 of the Civil Code.
- Any cancellation of an concluded agreement gives rise to reimbursement of all costs already incurred, plus a fixed compensation of 30% of the contract price. CREST reserves the right to claim higher compensation if there is reason to do so.

3. QUALITY

- CREST guarantees the quality level of the products and its trainers and coaches.
- CREST is not liable for the result of coaching and training.

4. FORCE MAJEURE

- In case of force majeure, which in any case is understood to mean domestic disturbances, mobilization, war, blockage in transport, strike, exclusion, business disturbances, supply stagnation, fire and in the event suppliers prevent CREST from delivering promised services, the execution of the agreement will be suspended or the agreement will be terminated, all without any obligation to pay compensation.
- Any services already provided by CREST up to the time of the force majeure will still be invoiced.

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5. COMPLAINTS

- Complaints regarding training and coaching must reach CREST in writing within 12 working days after the training or coaching.
- A complaint does not suspend the customer's obligations.

6. TERMS OF PAYMENT

- All invoiced amounts must be paid within 30 days of the invoice date.
- CREST bills monthly on the basis of the hours performed.
- For group training, the invoice amount must be paid before the start of the training. If the invoice amount has not yet been paid at the start of the training, participation in the training is not permitted.
- In the event of liquidation, bankruptcy, attachment or suspension of payment of the client, the claims of CREST on the client are immediately due and payable.
- If the client is in default or omission in the (timely) fulfillment of his obligations, all reasonable costs incurred in obtaining satisfaction out of court will be for the account of the client. In any case, the client owes collection costs in the event of a monetary claim. The collection costs are calculated in accordance with the collection rate according to the rate applicable in the country of execution.

7. CONFIDENTIALITY AND INTELLECTUAL RIGHTS

- CREST guarantees that it will treat all information obtained during the coaching confidentially and that it will not make it available to third parties. Our coaches are in no way obliged to share information from private conversations with the client.
- All training material and additional material provided by CREST is copyrighted. Consequently, this may not be made public in any form and / or multiplied in any way and whether or not in modified form, or be provided to third parties, without the express written permission of CREST.

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